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Assigned for all Purposes
Judge James J. Di Cesare

C-16

8 *Attorneys for Plaintiff and the Putative Class*
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF ORANGE**

14 NICOLE WHEAT, an individual,

15 Plaintiff,

16 v.

17 MARIO MAROVIC, an individual; LOUNGE
18 GROUP, INC., a California corporation, THE
BALBOA, LLC, a California limited liability
19 company; MALARKEY'S IRISH PUB, INC., a
California corporation; ORANGE PLAZA
20 SQUARE, LLC, a California limited liability
company; THE STAG BAR, INC., a California
21 corporation; MULDOON'S PUB, LLC, a
California limited liability company;
OCEANFRONT DELI, INC., a California
22 corporation; BLACKIE'S BY THE SEA, LLC, a
California limited liability company; ORANGE
23 CIRCLE LOUNGE, INC., a California
corporation; NEWPORT TACO, LLC, a
24 California limited liability company;
PENINSULA RESTAURANT GROUP, INC., a
25 California corporation; NEWPORT
OCEANFRONT, LLC, a California limited
26 liability company; COLD BREW, LLC, a
California limited liability company;
27 MARINER'S RESTAURANT, LLC, a California
limited liability company; 100 NORTH, LLC, a
28 California limited liability company;
FULLERTON LOUNGE, INC., a California

CLASS ACTION 30-2021-01210986-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

1. **Failure to Pay Minimum Wages**
[CAL. LAB. CODE §§ 1182,
1182.12, 1194, 1194.2, and
11.97]
2. **Failure To Pay Overtime and
Double Time Compensation**
[CAL. LAB. CODE §§ 510, 1194,
11988 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, 512, 8
CAL. CODE REGS. § 11050(12)]
5. **Failure to Indemnify** [CAL. LAB.
CODE § 2802; 8 CAL. CODE
REGS. § 11050(9)(B)]

1 Corporation; HELMSMAN ALE HOUSE, a
2 business entity, form unknown; MALARKY'S
3 IRISH PUB, a business entity, form unknown;
4 STAG BAR, a business entity, form unknown;
5 DORY DELI, a business entity, form unknown;
6 MULDOON'S IRISH PUB, a business entity,
7 form unknown; WILD GOOSE TAVERN, a
8 business entity, form unknown; PLAYA MESA,
9 a business entity, form unknown; THE
10 COUNTRY CLUB, a business entity, form
11 unknown; BLACKIE'S BY THE SEA, a business
12 entity, form unknown; THE DISTRICT
13 LOUNGE OLD TOWN ORANGE, a business
14 entity, form unknown; MATADOR CANTINA, a
15 business entity, form unknown; 2J'S LOUNGE, a
16 business entity, form unknown; SUPER PANGA
17 TAQUERIA, a business entity, form unknown;
18 and DOES 1 through 50, inclusive,

Defendants.

6. **Failure To Provide Accurate Itemized Wage Statements [CAL. LAB. CODE § 226]**
7. **Waiting Time Penalties [CAL. LAB. CODE § 203]**
8. **Unfair Competition and Unlawful Business Practices [CAL. BUS. & PROF. CODE § 17200, *et. seq.*] and**
9. **Failure to Furnish Employee File and Payroll Records [CAL. LAB. CODE §§ 226(b), 226(c), 226(f), 1198.5, 1198.5(a), 1198.5(b), and 1198.5(k)]**

DEMAND FOR JURY TRIAL

12
13 COMES NOW, Plaintiff NICOLE WHEAT ("Plaintiff"), and submits this unverified
14 Complaint ("Complaint") as follows:

15 **I.**

16 **INTRODUCTION**

17 1. Plaintiff brings this action on behalf of herself, and all similarly situated
18 individuals for (a) Failure to Pay Minimum Wages; (b) Failure To Pay Overtime and Double
19 Time Compensation; (c) Failure To Provide Meal Periods; (d) Failure To Provide Rest
20 Periods; (e) Failure to Indemnify; (f) Failure To Provide Accurate Itemized Wage Statements;
21 (g) Waiting Time Penalties; (h) Unfair Competition and Unlawful Business Practices; and (i)
22 Failure to Furnish Employee File and Payroll Records.

23 2. All allegations in this Complaint are based upon information and belief except for
24 those allegations that pertain to Plaintiff named herein and her counsel. Each allegation in this
25 Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable
26 opportunity for further investigation and discovery.

1 **II.**

2 **JURISDICTION AND VENUE**

3 3. This Court has jurisdiction over this action pursuant to CAL. CODE CIV. PROC. §
4 410.10.

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

8 **III.**

9 **THE PARTIES**

10 **A. The Plaintiff.**

11 5. Plaintiff is, and at all times mentioned herein was, an individual:

- 12 a. Residing in the County of Orange, State of California;
- 13 b. Who worked for Defendants, including DOES 1 through 50, as a non-exempt
14 employee;
- 15 c. Who worked in excess of eight (8) hours in a workday and more than forty (40)
16 hours in a workweek, but did not receive all of minimum wages, overtime, and
17 double time compensation to which she was entitled;
- 18 d. Who did not receive uninterrupted rest periods or meal periods;
- 19 e. Who was not indemnified or reimbursed for all out-of-pocket expenses;
- 20 f. Who did not receive accurate itemized wage statements;
- 21 g. Who was not paid all wages due upon termination; and
- 22 h. Who is a member of the Class as defined in paragraph 46 below.

23 **B. The Defendants.**

24 6. Plaintiff is informed and believes, and based upon that information and belief alleges,
25 that Defendant MARIO MAROVIC is, and at all times herein mentioned was:

- 26 a. An individual conducting business in the County of Orange, State of California;
- 27 b. A principal, owner, shareholder, member, operator, and/or manager of the other
28 Defendants named in this action, including DOES 1 through 50;

- 1 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
2 46, who:
- 3 i. Failed to pay at least minimum wages for all hours worked;
 - 4 ii. Failed to pay overtime and double time compensation for hours worked in
5 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 6 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 7 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 8 v. Failed to provide employees with accurate itemized wage statements; and
 - 9 vi. Failed to pay employees all wages due upon termination of their employment
10 relationship.

11 7. Plaintiff is informed and believes, and based upon that information and belief alleges,
12 that Defendant LOUNGE GROUP, INC. is, and at all times herein mentioned was:

- 13 a. A California corporation conducting business in the County of Orange, State of
14 California;
- 15 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 16 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
17 46, which:
 - 18 i. Failed to pay at least minimum wages for all hours worked;
 - 19 ii. Failed to pay overtime and double time compensation for hours worked in
20 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 21 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 22 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 23 v. Failed to provide employees with accurate itemized wage statements; and
 - 24 vi. Failed to pay employees all wages due upon termination of their employment
25 relationship.

26 8. Plaintiff is informed and believes, and based upon that information and belief alleges,
27 that Defendant THE BALBOA, LLC is, and at all times herein mentioned was:

- 28 a. A California limited liability company conducting business in the County of

1 Orange, State of California;

2 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;

3 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
4 46, which:

5 i. Failed to pay at least minimum wages for all hours worked;

6 ii. Failed to pay overtime and double time compensation for hours worked in
7 excess of 8 hours in a workday and/or over forty hours in a workweek;

8 iii. Failed to provide uninterrupted rest periods and meal periods;

9 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;

10 v. Failed to provide employees with accurate itemized wage statements; and

11 vi. Failed to pay employees all wages due upon termination of their employment
12 relationship.

13 9. Plaintiff is informed and believes, and based upon that information and belief alleges,
14 that Defendant MALARKEY'S IRISH PUB, INC. is, and at all times herein mentioned was:

15 a. A California corporation conducting business in the County of Orange, State of
16 California;

17 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;

18 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
19 46, which:

20 i. Failed to pay at least minimum wages for all hours worked;

21 ii. Failed to pay overtime and double time compensation for hours worked in
22 excess of 8 hours in a workday and/or over forty hours in a workweek;

23 iii. Failed to provide uninterrupted rest periods and meal periods;

24 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;

25 v. Failed to provide employees with accurate itemized wage statements; and

26 vi. Failed to pay employees all wages due upon termination of their employment
27 relationship.
28

1 10. Plaintiff is informed and believes, and based upon that information and belief alleges,
2 that Defendant ORANGE PLAZA SQUARE, LLC is, and at all times herein mentioned was:

- 3 a. A California limited liability company conducting business in the County of
- 4 Orange, State of California;
- 5 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 6 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
- 7 46, which:
 - 8 i. Failed to pay at least minimum wages for all hours worked;
 - 9 ii. Failed to pay overtime and double time compensation for hours worked in
 - 10 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 11 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 12 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 13 v. Failed to provide employees with accurate itemized wage statements; and
 - 14 vi. Failed to pay employees all wages due upon termination of their employment
 - 15 relationship.

16 11. Plaintiff is informed and believes, and based upon that information and belief alleges,
17 that Defendant THE STAG BAR, INC. is, and at all times herein mentioned was:

- 18 a. A California corporation conducting business in the County of Orange, State of
- 19 California;
- 20 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 21 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
- 22 46, which:
 - 23 i. Failed to pay at least minimum wages for all hours worked;
 - 24 ii. Failed to pay overtime and double time compensation for hours worked in
 - 25 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 26 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 27 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 28 v. Failed to provide employees with accurate itemized wage statements; and

1 vi. Failed to pay employees all wages due upon termination of their employment
2 relationship.

3 12. Plaintiff is informed and believes, and based upon that information and belief alleges,
4 that Defendant MULDOON'S PUB, LLC is, and at all times herein mentioned was:

- 5 a. A California limited liability company conducting business in the County of
6 Orange, State of California;
- 7 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 8 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
9 46, which:
- 10 i. Failed to pay at least minimum wages for all hours worked;
- 11 ii. Failed to pay overtime and double time compensation for hours worked in
12 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 13 iii. Failed to provide uninterrupted rest periods and meal periods;
- 14 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- 15 v. Failed to provide employees with accurate itemized wage statements; and
- 16 vi. Failed to pay employees all wages due upon termination of their employment
17 relationship.

18 13. Plaintiff is informed and believes, and based upon that information and belief alleges,
19 that Defendant OCEANFRONT DELI, INC. is, and at all times herein mentioned was:

- 20 a. A California corporation conducting business in the County of Orange, State of
21 California;
- 22 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 23 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
24 46, which:
- 25 i. Failed to pay at least minimum wages for all hours worked;
- 26 ii. Failed to pay overtime and double time compensation for hours worked in
27 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 28 iii. Failed to provide uninterrupted rest periods and meal periods;

- iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- v. Failed to provide Plaintiff with accurate itemized wage statements; and
- vi. Failed to pay Plaintiff all wages due upon termination of their employment relationship.

14. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant BLACKIE’S BY THE SEA, LLC is, and at all times herein mentioned was:

- a. A California limited liability company conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

15. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant ORANGE CIRCLE LOUNGE, INC. is, and at all times herein mentioned was:

- a. A California corporation conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in

- 1 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 2 iii. Failed to provide uninterrupted rest periods and meal periods;
- 3 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- 4 v. Failed to provide employees with accurate itemized wage statements; and
- 5 vi. Failed to pay employees all wages due upon termination of their employment
- 6 relationship.

7 16. Plaintiff is informed and believes, and based upon that information and belief alleges,
8 that Defendant NEWPORT TACO, LLC is, and at all times herein mentioned was:

- 9 a. A California limited liability company conducting business in the County of
- 10 Orange, State of California;
- 11 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 12 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
- 13 46, which:
 - 14 i. Failed to pay at least minimum wages for all hours worked;
 - 15 ii. Failed to pay overtime and double time compensation for hours worked in
 - 16 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 17 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 18 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 19 v. Failed to provide employees with accurate itemized wage statements; and
 - 20 vi. Failed to pay employees all wages due upon termination of their employment
 - 21 relationship.

22 17. Plaintiff is informed and believes, and based upon that information and belief alleges,
23 that Defendant PENINSULA RESTAURANT GROUP, INC. is, and at all times herein mentioned
24 was:

- 25 a. A California corporation conducting business in the County of Orange, State of
- 26 California;
- 27 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 28 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph

1 46, which:

- 2 i. Failed to pay at least minimum wages for all hours worked;
- 3 ii. Failed to pay overtime and double time compensation for hours worked in
- 4 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 5 iii. Failed to provide uninterrupted rest periods and meal periods;
- 6 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- 7 v. Failed to provide employees with accurate itemized wage statements; and
- 8 vi. Failed to pay employees all wages due upon termination of their employment
- 9 relationship.

10 18. Plaintiff is informed and believes, and based upon that information and belief alleges,
11 that Defendant NEWPORT OCEANFRONT, LLC is, and at all times herein mentioned was:

- 12 a. A California limited liability company conducting business in the County of
- 13 Orange, State of California;
- 14 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 15 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
- 16 46, which:

- 17 i. Failed to pay at least minimum wages for all hours worked;
- 18 ii. Failed to pay overtime and double time compensation for hours worked in
- 19 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 20 iii. Failed to provide uninterrupted rest periods and meal periods;
- 21 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- 22 v. Failed to provide employees with accurate itemized wage statements; and
- 23 vi. Failed to pay employees all wages due upon termination of their employment
- 24 relationship.

25 19. Plaintiff is informed and believes, and based upon that information and belief alleges,
26 that Defendant COLD BREW, LLC is, and at all times herein mentioned was:

- 27 a. A California limited liability company conducting business in the County of
- 28 Orange, State of California;

- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

20. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant MARINER'S RESTAURANT, LLC is, and at all times herein mentioned was:

- a. A California limited liability company conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

21. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant 100 NORTH, LLC is, and at all times herein mentioned was:

- a. A California limited liability company conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

22. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant FULLERTON LOUNGE, INC. is, and at all times herein mentioned was:

- a. A California corporation conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

1 23. Plaintiff is informed and believes, and based upon that information and belief alleges,
2 that Defendant HELMSMAN ALE HOUSE is, and at all times herein mentioned was:

- 3 a. A business entity, form unknown, conducting business in the County of Orange,
4 State of California;
- 5 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 6 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
7 46, which:
 - 8 i. Failed to pay at least minimum wages for all hours worked;
 - 9 ii. Failed to pay overtime and double time compensation for hours worked in
10 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 11 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 12 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 13 v. Failed to provide employees with accurate itemized wage statements; and
 - 14 vi. Failed to pay employees all wages due upon termination of their employment
15 relationship.

16 24. Plaintiff is informed and believes, and based upon that information and belief alleges,
17 that Defendant MALARKY'S IRISH PUB is, and at all times herein mentioned was:

- 18 a. A business entity, form unknown, conducting business in the County of Orange,
19 State of California;
- 20 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 21 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
22 46, which:
 - 23 i. Failed to pay at least minimum wages for all hours worked;
 - 24 ii. Failed to pay overtime and double time compensation for hours worked in
25 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 26 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 27 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 28 v. Failed to provide employees with accurate itemized wage statements; and

1 vi. Failed to pay employees all wages due upon termination of their employment
2 relationship.

3 25. Plaintiff is informed and believes, and based upon that information and belief alleges,
4 that Defendant STAG BAR is, and at all times herein mentioned was:

- 5 a. A business entity, form unknown, conducting business in the County of Orange,
6 State of California;
- 7 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 8 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
9 46, which:
- 10 i. Failed to pay at least minimum wages for all hours worked;
- 11 ii. Failed to pay overtime and double time compensation for hours worked in
12 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 13 iii. Failed to provide uninterrupted rest periods and meal periods;
- 14 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- 15 v. Failed to provide employees with accurate itemized wage statements; and
- 16 vi. Failed to pay employees all wages due upon termination of their employment
17 relationship.

18 26. Plaintiff is informed and believes, and based upon that information and belief alleges,
19 that Defendant DORY DELI is, and at all times herein mentioned was:

- 20 a. A business entity, form unknown, conducting business in the County of Orange,
21 State of California;
- 22 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 23 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
24 46, which:
- 25 i. Failed to pay at least minimum wages for all hours worked;
- 26 ii. Failed to pay overtime and double time compensation for hours worked in
27 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 28 iii. Failed to provide uninterrupted rest periods and meal periods;

- iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- v. Failed to provide employees with accurate itemized wage statements; and
- vi. Failed to pay employees all wages due upon termination of their employment relationship.

27. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant MULDOON'S IRISH PUB is, and at all times herein mentioned was:

- a. A business entity, form unknown, conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

28. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant WILD GOOSE TAVERN is, and at all times herein mentioned was:

- a. A business entity, form unknown, conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in

- 1 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 2 iii. Failed to provide uninterrupted rest periods and meal periods;
- 3 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- 4 v. Failed to provide employees with accurate itemized wage statements; and
- 5 vi. Failed to pay employees all wages due upon termination of their employment
- 6 relationship.

7 29. Plaintiff is informed and believes, and based upon that information and belief alleges,
8 that Defendant PLAYA MESA is, and at all times herein mentioned was:

- 9 a. A business entity, form unknown, conducting business in the County of Orange,
10 State of California;
- 11 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 12 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
13 46, which:
 - 14 i. Failed to pay at least minimum wages for all hours worked;
 - 15 ii. Failed to pay overtime and double time compensation for hours worked in
16 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 17 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 18 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 19 v. Failed to provide employees with accurate itemized wage statements; and
 - 20 vi. Failed to pay employees all wages due upon termination of their employment
 - 21 relationship.

22 30. Plaintiff is informed and believes, and based upon that information and belief alleges,
23 that Defendant THE COUNTRY CLUB is, and at all times herein mentioned was:

- 24 a. A business entity, form unknown, conducting business in the County of Orange,
25 State of California;
- 26 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 27 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
28 46, which:

- i. Failed to pay at least minimum wages for all hours worked;
- ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
- iii. Failed to provide uninterrupted rest periods and meal periods;
- iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- v. Failed to provide employees with accurate itemized wage statements; and
- vi. Failed to pay employees all wages due upon termination of their employment relationship.

31. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant BLACKIE’S BY THE SEA is, and at all times herein mentioned was:

- a. A business entity, form unknown, conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

32. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant BLACKIE’S BY THE SEA is, and at all times herein mentioned was:

- a. A business entity, form unknown, conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;

- 1 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
2 46, which:
- 3 i. Failed to pay at least minimum wages for all hours worked;
 - 4 ii. Failed to pay overtime and double time compensation for hours worked in
5 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 6 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 7 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 8 v. Failed to provide employees with accurate itemized wage statements; and
 - 9 vi. Failed to pay employees all wages due upon termination of their employment
10 relationship.

11 33. Plaintiff is informed and believes, and based upon that information and belief alleges,
12 that Defendant THE DISTRICT LOUNGE OLD TOWN ORANGE is, and at all times herein
13 mentioned was:

- 14 a. A business entity, form unknown, conducting business in the County of Orange,
15 State of California;
- 16 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 17 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
18 46, which:
 - 19 i. Failed to pay at least minimum wages for all hours worked;
 - 20 ii. Failed to pay overtime and double time compensation for hours worked in
21 excess of 8 hours in a workday and/or over forty hours in a workweek;
 - 22 iii. Failed to provide uninterrupted rest periods and meal periods;
 - 23 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - 24 v. Failed to provide employees with accurate itemized wage statements; and
 - 25 vi. Failed to pay employees all wages due upon termination of their employment
26 relationship.

27 34. Plaintiff is informed and believes, and based upon that information and belief alleges,
28 that Defendant MATADOR CANTINA is, and at all times herein mentioned was:

- a. A business entity, form unknown, conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

35. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant 2J'S LOUNGE is, and at all times herein mentioned was:

- a. A business entity, form unknown, conducting business in the County of Orange, State of California;
- b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- c. The former dual employer of Plaintiff and of the Class, as defined in paragraph 46, which:
 - i. Failed to pay at least minimum wages for all hours worked;
 - ii. Failed to pay overtime and double time compensation for hours worked in excess of 8 hours in a workday and/or over forty hours in a workweek;
 - iii. Failed to provide uninterrupted rest periods and meal periods;
 - iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
 - v. Failed to provide employees with accurate itemized wage statements; and
 - vi. Failed to pay employees all wages due upon termination of their employment relationship.

1 36. Plaintiff is informed and believes, and based upon that information and belief alleges,
2 that Defendant SUPER PANGA TAQUERIA is, and at all times herein mentioned was:

- 3 a. A business entity, form unknown, conducting business in the County of Orange,
4 State of California;
- 5 b. Owned, operated, and/or managed by Defendant MARIO MAROVIC;
- 6 c. The former dual employer of Plaintiff and of the Class, as defined in paragraph
7 46, which:
- 8 i. Failed to pay at least minimum wages for all hours worked;
- 9 ii. Failed to pay overtime and double time compensation for hours worked in
10 excess of 8 hours in a workday and/or over forty hours in a workweek;
- 11 iii. Failed to provide uninterrupted rest periods and meal periods;
- 12 iv. Failed to indemnify or reimburse its employees for all out-of-pocket expenses;
- 13 v. Failed to provide employees with accurate itemized wage statements; and
- 14 vi. Failed to pay employees all wages due upon termination of their employment
15 relationship.

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

23 38. Plaintiff is informed and believes, and based upon that information and belief alleges,
24 that the defendants named in this Complaint, including DOES 1 through 50, inclusive, are, and at all
25 times mentioned herein were, the agents, servants, and/or employees of each of the other defendants
26 and that each defendant was acting within the course of scope of his, her, or its authority as the
27 agent, servant and/or employee of each of the other defendants. Consequently, all of the defendants
28 are jointly and severally liable to the Plaintiff and the putative Class for the damages sustained as a

1 proximate result of their conduct.

2 39. Plaintiff is ignorant of the business entity structures as to Defendants HELMSMAN
3 ALE HOUSE, MALARKY’S IRISH PUB, STAG BAR, DORY DELI, MULDOON’S IRISH PUB,
4 WILD GOOSE TAVERN, PLAYA MESA, THE COUNTRY CLUB, BLACKIE’S BY THE SEA,
5 THE DISTRICT LOUNGE OLD TOWN ORANGE, MATADOR CANTINA, 2J’S LOUNGE, and
6 SUPER PANGA TAQUERIA, but on information and belief alleges that Defendants LOUNGE
7 GROUP, INC., THE BALBOA, LLC, MALARKEY’S IRISH PUB, INC., ORANGE PLAZA
8 SQUARE, LLC, THE STAG BAR, INC., MULDOON’S PUB, LLC, OCEANFRONT DELI, INC.,
9 BLACKIE’S BY THE SEA, LLC, ORANGE CIRCLE LOUNGE, INC., NEWPORT TACO, LLC,
10 PENINSULA RESTAURANT GROUP, INC., NEWPORT OCEANFRONT, LLC, COLD BREW,
11 LLC, MARINER’S RESTAURANT, LLC, 100 NORTH, LLC, and FULLERTON LOUNGE, INC.,
12 either individual or collectively, are DBAs of Defendants HELMSMAN ALE HOUSE,
13 MALARKY’S IRISH PUB, STAG BAR, DORY DELI, MULDOON’S IRISH PUB, WILD
14 GOOSE TAVERN, PLAYA MESA, THE COUNTRY CLUB, BLACKIE’S BY THE SEA, THE
15 DISTRICT LOUNGE OLD TOWN ORANGE, MATADOR CANTINA, 2J’S LOUNGE, and
16 SUPER PANGA TAQUERIA.

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

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

5 Any employer or other person acting on behalf of an employer, who violates or
6 causes to be violated, any provision regulating minimum wage or hours and days in
7 any order of the Industrial Welfare Commission, or violates or causes to be violated
Sections 203, 226, 226.7, 1193.6, 1194, or 2902, may be held liable as the employer
for such violation.

8 42. All named Defendants, including DOES 1 through 50, are collectively
9 referred to herein as the “Defendants.”

10 **C. Alter Ego Allegations.**

11 43. Plaintiff is informed and believes, and based upon that information and belief
12 alleges, that:

- 13 a. Defendants LOUNGE GROUP, INC., THE BALBOA, LLC, MALARKEY’S
14 IRISH PUB, INC., ORANGE PLAZA SQUARE, LLC, THE STAG BAR,
15 INC., MULDOON’S PUB, LLC, OCEANFRONT DELI, INC., BLACKIE’S
16 BY THE SEA, LLC, ORANGE CIRCLE LOUNGE, INC., NEWPORT
17 TACO, LLC, PENINSULA RESTAURANT GROUP, INC., NEWPORT
18 OCEANFRONT, LLC, COLD BREW, LLC, MARINER’S RESTAURANT,
19 LLC, 100 NORTH, LLC, FULLERTON LOUNGE, INC., HELMSMAN
20 ALE HOUSE, MALARKY’S IRISH PUB, STAG BAR, DORY DELI,
21 MULDOON’S IRISH PUB, WILD GOOSE TAVERN, PLAYA MESA, THE
22 COUNTRY CLUB, BLACKIE’S BY THE SEA, THE DISTRICT LOUNGE
23 OLD TOWN ORANGE, MATADOR CANTINA, 2J’S LOUNGE, SUPER
24 PANGA TAQUERIA, are, and all relevant times were, mere shells without
25 capital, assets, stock, shareholders, or members and who were alter egos of
26 Defendant MARIO MAROVIC, of one another including DOES 1
27 through 50;

- 1 b. There is, and at all relevant times was, a unity of interest and/or ownership
2 between all of these Defendants so that any individuality or separateness
3 between them has ceased to exist;
- 4 c. These Defendants are nominally structured for the sole purpose of avoiding
5 responsibility from satisfying any debts or other obligations by Defendant
6 MARIO MAROVIC, including a monetary judgment that may be rendered in
7 this action; and
- 8 d. Defendants LOUNGE GROUP, INC., THE BALBOA, LLC, MALARKEY'S
9 IRISH PUB, INC., ORANGE PLAZA SQUARE, LLC, THE STAG BAR,
10 INC., MULDOON'S PUB, LLC, OCEANFRONT DELI, INC., BLACKIE'S
11 BY THE SEA, LLC, ORANGE CIRCLE LOUNGE, INC., NEWPORT
12 TACO, LLC, PENINSULA RESTAURANT GROUP, INC., NEWPORT
13 OCEANFRONT, LLC, COLD BREW, LLC, MARINER'S RESTAURANT,
14 LLC, 100 NORTH, LLC, FULLERTON LOUNGE, INC., HELMSMAN
15 ALE HOUSE, MALARKY'S IRISH PUB, STAG BAR, DORY DELI,
16 MULDOON'S IRISH PUB, WILD GOOSE TAVERN, PLAYA MESA, THE
17 COUNTRY CLUB, BLACKIE'S BY THE SEA, THE DISTRICT LOUNGE
18 OLD TOWN ORANGE, MATADOR CANTINA, 2J'S LOUNGE, SUPER
19 PANGA TAQUERIA are, and at all relevant times were, completely
20 controlled, dominated, managed, and operated by Defendant MARIO
21 MAROVIC so that these Defendants was mere shells, instrumentalities,
22 and/or conduits through which each of these Defendants conducted some or
23 all of their business.

24 44. Plaintiff is informed and believes, thereupon alleges, that Defendants LOUNGE
25 GROUP, INC., THE BALBOA, LLC, MALARKEY'S IRISH PUB, INC., ORANGE PLAZA
26 SQUARE, LLC, THE STAG BAR, INC., MULDOON'S PUB, LLC, OCEANFRONT DELI, INC.,
27 BLACKIE'S BY THE SEA, LLC, ORANGE CIRCLE LOUNGE, INC., NEWPORT TACO, LLC,
28 PENINSULA RESTAURANT GROUP, INC., NEWPORT OCEANFRONT, LLC, COLD BREW,

1 LLC, MARINER'S RESTAURANT, LLC, 100 NORTH, LLC, FULLERTON LOUNGE, INC.,
2 HELMSMAN ALE HOUSE, MALARKY'S IRISH PUB, STAG BAR, DORY DELI,
3 MULDOON'S IRISH PUB, WILD GOOSE TAVERN, PLAYA MESA, THE COUNTRY CLUB,
4 BLACKIE'S BY THE SEA, THE DISTRICT LOUNGE OLD TOWN ORANGE, MATADOR
5 CANTINA, 2J'S LOUNGE, SUPER PANGA TAQUERIA are, and at all relevant times were,
6 insolvent and/or otherwise unable to satisfy any debts or liabilities, including a monetary judgment
7 that may be rendered against them in this action.

8 45. Adherence to the fiction of the separate existence of Defendants LOUNGE GROUP,
9 INC., THE BALBOA, LLC, MALARKEY'S IRISH PUB, INC., ORANGE PLAZA SQUARE,
10 LLC, THE STAG BAR, INC., MULDOON'S PUB, LLC, OCEANFRONT DELI, INC.,
11 BLACKIE'S BY THE SEA, LLC, ORANGE CIRCLE LOUNGE, INC., NEWPORT TACO, LLC,
12 PENINSULA RESTAURANT GROUP, INC., NEWPORT OCEANFRONT, LLC, COLD BREW,
13 LLC, MARINER'S RESTAURANT, LLC, 100 NORTH, LLC, FULLERTON LOUNGE, INC.,
14 HELMSMAN ALE HOUSE, MALARKY'S IRISH PUB, STAG BAR, DORY DELI,
15 MULDOON'S IRISH PUB, WILD GOOSE TAVERN, PLAYA MESA, THE COUNTRY CLUB,
16 BLACKIE'S BY THE SEA, THE DISTRICT LOUNGE OLD TOWN ORANGE, MATADOR
17 CANTINA, 2J'S LOUNGE, SUPER PANGA TAQUERIA as entities distinct from Defendant
18 MARIO MAROVIC, would permit an abuse of the corporate privilege and sanction fraud or
19 promote injustice in that, among other things, it would enable each of these Defendants to avoid
20 liability and to defraud his, her, or its creditors, the effect of which would be to render each
21 Defendant financially unable to respond to a monetary judgment awarded against each or any of
22 them in this action.

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IV.

THE CLASS DEFINITION

46. The members of the class (the “Class”) consist of:

All current and former non-exempt employees who work or worked for Lounge Group, Inc., The Balboa, LLC, Malarkey’s Irish Pub, Inc., Orange Plaza Square, LLC, The Stag Bar, Inc., Muldoon’s Pub, LLC, Oceanfront Deli, Inc., Blackie’s By The Sea, LLC, Orange Circle Lounge, Inc., Newport Taco, LLC, Peninsula Restaurant Group, Inc., Newport Oceanfront, LLC, Cold Brew, LLC, Mariner’s Restaurant, LLC, 100 North, LLC, Fullerton Lounge, Inc., Helmsman Ale House, Malarky’s Irish Pub, Stag Bar, Dory Deli, Muldoon’s Irish Pub, Wild Goose Tavern, Playa Mesa, The Country Club, Blackie’s By The Sea, The District Lounge Old Town Orange, Matador Cantina, 2j’s Lounge, Super Panga Taqueria, and/or Mario Marovic during the time-period of July 15, 2017 to the present.

V.

THE CLASS ALLEGATIONS

47. The persons who comprise the Class are so numerous that joinder of all such persons is impracticable, and the disposition of their claims will benefit the parties and the Court. Plaintiff’s claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the Class that she seeks to represent. Plaintiff does not have any interests that are antagonistic to the Class that she seeks to represent. Counsel for Plaintiff are experienced, qualified, and generally able to conduct complex class action litigation.

48. This Court should permit this action to be maintained as a class action pursuant to section 382 of the California Code of Civil Procedure because:

- a. The questions of law and fact common to the Class predominate over any question affecting only individual members;
- b. A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- c. The members of the Class are so numerous that it is impractical to bring all members of the Class before the Court;
- d. Plaintiff and the other Class members will not be able to obtain effective and economic legal redress unless this action is maintained as a class action;
- e. There is a community of interest in obtaining appropriate legal and equitable

1 relief for the legal and statutory violations and other improprieties, and in
2 obtaining adequate compensation for the damages and injuries that
3 Defendants' actions have inflicted upon the Class;

- 4 f. There is a community of interest in ensuring that the combined assets and
5 available insurance of Defendants is sufficient to adequately compensate the
6 members of the Class for the injuries sustained;
- 7 g. Without class certification, the prosecution of separate actions by individual
8 members of the Class would create a risk of:
- 9 i. Inconsistent or varying adjudications with respect to individual
10 members of the Class which would establish incompatible standards of
11 conduct for Defendants, and/or
- 12 ii. Adjudications with respect to the individual members which would, as
13 a practical matter, be dispositive of the interests of other members not
14 parties to the adjudications or would substantially impair or impede
15 their ability to protect their interests, including but not limited to the
16 potential for exhausting the funds available from those parties who are,
17 or may be, responsible defendants.
- 18 h. Defendants have acted or refused to act on grounds generally applicable to the
19 Class, thereby making final injunctive relief appropriate with respect to the
20 Class as a whole.

21 **VI.**

22 **FACTUAL ALLEGATIONS**

23 49. Plaintiff is informed and believes, and thereupon alleges, that within the four years
24 preceding the initiation of this action, Defendant MARIO MAROVIC has concocted and executed
25 an elaborate scheme in an effort to circumvent the protections afforded under both the California
26 Labor Code and applicable Industrial Wage Orders.

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1 50. The following unfair, unlawful, and fraudulent business practices instigate the matter
2 at bar:

- 3 a. Plaintiff is informed and believes, and thereupon alleges, that Defendant MARIO
4 MAROVIC owns and/or operates various restaurant/bar establishments through
5 the County of Orange including, without limitation, LOUNGE GROUP, INC.,
6 THE BALBOA, LLC, MALARKEY'S IRISH PUB, INC., ORANGE PLAZA
7 SQUARE, LLC, THE STAG BAR, INC., MULDOON'S PUB, LLC,
8 OCEANFRONT DELI, INC., BLACKIE'S BY THE SEA, LLC, ORANGE
9 CIRCLE LOUNGE, INC., NEWPORT TACO, LLC, PENINSULA
10 RESTAURANT GROUP, INC., NEWPORT OCEANFRONT, LLC, COLD
11 BREW, LLC, MARINER'S RESTAURANT, LLC, 100 NORTH, LLC,
12 HELMSMAN ALE HOUSE, MALARKY'S IRISH PUB, STAG BAR, DORY
13 DELI, MULDOON'S IRISH PUB, WILD GOOSE TAVERN, PLAYA MESA,
14 THE COUNTRY CLUB, BLACKIE'S BY THE SEA, THE DISTRICT
15 LOUNGE OLD TOWN ORANGE, MATADOR CANTINA, 2J'S LOUNGE,
16 SUPER PANGA TAQUERIA.
- 17 b. Based on information and belief, Defendant MARIO MAROVIC created
18 numerous business entity structures that employ non-exempt employees to work
19 at these various restaurant/bar establishments.
- 20 c. Plaintiff is informed and believes, and thereupon alleges, that as a condition of
21 employment, it was and still is the policy and practice of the Defendants, and all
22 of them, to require each non-exempt employee to sign a meal break waiver for
23 each entity and to require them to work no more than five (5) hours a day per
24 entity. Plaintiff is further informed and believes, and thereupon further alleges,
25 that at the conclusion of a 5-hour shift, each non-employee is then required to
26 travel to another restaurant/bar establishment that is operated under the name of a
27 separate business entity to work an additional five (5) hours. Thus, members of
28 the Class, including Plaintiff, work shifts exceeding eight (8) hours a day and/or

1 forty (40) hours a week without overtime or double time compensation, and
2 without being provided with statutorily required meal or rest breaks.

- 3 d. Since each non-exempt employee receives their payroll checks under the name of
4 each separate entity, Defendant MARIO MAROVIC makes it appear that each
5 non-exempt employee has worked no more than five (5) hours per day despite
6 these employees having in fact worked more than eight (8) hours per day.
- 7 e. Defendants also required Plaintiff and members of the Class to download a
8 mobile app onto their personal cellular phones called "Resturant365," which
9 allows Defendants to communicate work schedules with their employees, and it
10 also allows management and employees to communicate with and among one
11 another, among other features. Plaintiff is informed and believes that the
12 Defendants never indemnified or reimbursed the Plaintiff or members of the Class
13 for the personal cellular data they used when utilizing the Resturant365 app for
14 the benefit of the Defendants.
- 15 f. Finally, Plaintiff is informed and believes, and thereupon alleges, that Defendants
16 have engaged and continue to engage in the practice of understaffing each
17 restaurant/bar establishment thereby artificially creating a work environment to be
18 such that non-exempt employees, including Plaintiff and members of the Class,
19 could never take an uninterrupted meal or rest period. Under the guise of an
20 illegal and invalid meal break waiver, non-exempt employees, including Plaintiff
21 and members of the Class, were and are denied their right to meal periods as
22 mandated under the California Labor Code and applicable Wage Orders.

23 51. Based on the foregoing, Defendants, including DOES 1 through 50, required Plaintiff
24 and members of the Class to work shifts exceeding eight (8) hours a day and/or forty (40) hours a
25 week without proper minimum wage, overtime, and/or double compensation.

26 52. In addition, for every occurrence of rest and meal period violations, Defendants,
27 including DOES 1 through 50, failed to pay an hour premium payment to Plaintiff or members of the
28 Class.

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2 53. Moreover, Plaintiff is informed and believes, and thereupon alleges, that Defendants
3 failed to reimburse or indemnify Plaintiff or members of the Class for all out-of-pocket expenses,
4 including the use of their personal vehicles to travel between restaurant/bar establishments, as well
5 as use of personal cellular data, which were incurred solely for the benefit of the Defendants.

6 54. As a derivative result, Plaintiff and members of the Class were not provided with
7 accurate itemized wage statements reflecting the name of their true employers, all hours worked, or
8 the corresponding rates of pay, nor were they paid all wages due upon termination.

9 55. On April 20, 2021, Plaintiff sent a letter to Defendants at 3011 Newport Blvd.,
10 Newport Beach, CA 92662, 121 McFadden St., Newport Beach, CA 92663, and 2920 Newport
11 Blvd., Newport Beach, CA 92663, which, based on information and belief, are addresses commonly
12 shared among the Defendants, formally requesting her entire employee file, including payroll
13 records. As of the filing of this action, Defendants have ignored Plaintiff's request altogether.

14 **VII.**

15 **FIRST CAUSE OF ACTION**

16 **Failure to Pay Minimum Wages**

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

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

19 56. Plaintiff re-alleges and incorporates each and every allegation contained in each of
20 the preceding paragraphs in this Complaint and which are fully set forth herein by reference.

21 57. California law requires the state minimum wage to be at least equal to the federal
22 minimum wage. CAL. LAB. CODE § 1182(b).

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

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1 59. On April 4, 2016, Govern Jerry Brown signed legislation adopting a six-step increase
2 to the state minimum wage:

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

5 (A) From January 1, 2017, to December 31, 2017, inclusive,-ten dollars and fifty cents
6 (\$10.50) per hour. [¶]

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

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

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

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

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

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

18 60. Plaintiff is informed and believes, and thereupon alleges, that within the four years
19 preceding the initiation of this action, Defendants, including DOES 1 through 50, both individually
20 and in the aggregate, employed 26 or more employees, including Plaintiff and members of the Class.

21 61. Plaintiffs and members of the Class were not compensated for all hours worked,
22 including the time spent traveling between restaurant/bar establishments, as alleged herein.

23 62. By virtue of Defendants' unlawful failure to pay Plaintiff and members of the Class
24 their respective and applicable minimum wages, as alleged herein, Plaintiff and the Class have
25 suffered, and will continue to suffer, damages in amounts which are presently unknown, but which
26 exceed the jurisdictional limits of this Court, and which will be ascertained according to proof at
27 trial.

28 63. By virtue of Defendants' unlawful failure to pay Plaintiff and members of the Class
their respective and applicable minimum wages, as alleged herein, Plaintiff and members of the
Class are entitled to recover the unpaid balance of the full amounts of minimum wages as applicable,
including interest thereon, reasonable attorneys' fees, and costs of suit. CAL. LAB. CODE § 1194.

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

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

4 ***

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

8 78. For every instance where in employer fails to provide an employee with an
uninterrupted meal period in accordance to Wage Order No. 5(11), the employer shall pay the
9 employee one hour of pay at the employee's regular rate of compensation for each workday that the
meal period is not provided. 8 CAL. CODE REGS. § 11050(11)(B); *see also* CAL. LAB. CODE §
10 226.7(c).
11

12 79. At all times relevant hereto, Plaintiff and members of the Class regularly worked
13 more than five-hour increments; however, at all times relevant hereto, Defendants, including DOES
14 1 through 50, failed to provide uninterrupted meal periods to Plaintiffs and members of the Class as
15 required by CAL. LAB. CODE §§ 226.7, 512 and 8 CAL. CODE REGS. § 11050(11), as further alleged
16 herein.

17 80. By virtue of requiring Plaintiff and the Class to work through meal periods free from
18 work duties, Defendants have intentionally and improperly denied statutorily mandated meal periods
19 in violation of CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11050(11). Plaintiff and the
20 Class have suffered, and will continue to suffer, damages in the form of meal break premium
21 payments in an amount according to proof, along with interest pursuant to section 3287 of the
22 California Civil Code.

23 81. Plaintiff and the Class are also entitled to seek and recover costs pursuant to CAL.
24 CIV. CODE § 1032, *et. seq.*

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1 X.

2 **FOURTH CAUSE OF ACTION**

3 **Failure To Provide Rest Periods**

4 [CAL. LAB. CODE § 226.7; 8 CAL. CODE REGS. § 11050(12)]

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

6 82. Plaintiff re-alleges and incorporates herein each and every allegation contained in
7 each of the preceding paragraphs in this Complaint as fully set forth herein by reference.

8 83. CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

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

11 ***

12 (d) A rest... period mandated pursuant to a state law, including, but not limited to, an
13 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
Commission[]..., shall be counted as hours worked, for which there shall be no
deduction from wages.

14 84. The California Labor Code also states, in relevant part:

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

18 CAL. LAB. CODE § 227.7(c).

19 85. Industrial Wage Order No. 5(12)(A), which is codified under 8 CAL. CODE REGS. §§
20 11050(12)(A), requires employers to provide rest breaks that shall be counted as hours worked for
21 which there shall be no deduction of wages.

22 86. Subdivision (12)(A) of 8 CAL. CODE REGS. §11050 also requires that an employer
23 provide its employees with a 10-minute rest break for every four-hour increment of time worked, or
24 major fraction thereof. *See also, Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th
25 1004, 1029 (“[e]mployees are entitled to 10 minute rests for shifts from three and one-half to six
26 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
27 more than 10 hours up to 14 hours, and so on[]”).

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

5 88. Plaintiff and members of the Class regularly worked four-hour increments and were
6 not provided with statutorily mandated rest breaks during their shifts. Plaintiff and members of the
7 Class were unable to avail themselves of such breaks for various reasons, including but not limited
8 to, the pressures from their workloads and from management.

9 89. At all times relevant hereto, Defendants also failed to provide Plaintiff and members
10 of the Class with change rooms or resting facilities, as mandated by 8 CAL. CODE REGS. §
11 11050(13).

12 90. By virtue of Defendants' unlawful failure to authorize, permit, and provide rest
13 periods as required by law, Plaintiff and members of the Class have suffered, and will continue to
14 suffer, damages in the form of rest break premium payments in an amount according to proof, along
15 with interest pursuant to section 3287 of the California Civil Code.

16 91. Plaintiff and the Class are also entitled to seek and recover costs pursuant to CAL.
17 CIV. CODE § 1032, *et. seq.*

18 **XI.**

19 **FIFTH CAUSE OF ACTION**

20 **Failure To Indemnify**

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

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

23 92. Plaintiff re-alleges and incorporates each and every allegation contained in each of
24 the preceding paragraphs in this Complaint and which are fully set forth herein by reference.

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

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94. In addition:

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

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

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

96. As alleged herein, Plaintiffs and the Class were required to travel between restaurant/bar establishments. Despite this requirement imposed upon by the Defendants, including DOES 1 through 50, Plaintiff and the members of the Class were not indemnified for using their personal vehicles for the benefit of the Defendants.

97. As also alleged herein, Plaintiff and members of the Class were required to download an app called “Restaurant360” onto their personal cellular phones. Plaintiff and members of the Class, however, were never reimbursed for the personal cellular data they used when utilizing the Restaurant360 app for the benefit of the Defendants herein.

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

99. Additionally, Plaintiffs and the Class are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys’ fees, including those provided in CAL. LAB. CODE § 2802(c) and CAL. CIV. CODE § 1032, *et. seq.*

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1 **XII.**

2 **SIXTH CAUSE OF ACTION**

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

4 **[CAL. LAB. CODE § 226]**

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

6 100. Plaintiff re-alleges and incorporates herein each and every allegation contained in
7 each of the preceding paragraphs in this Complaint as fully set forth herein by reference.

8 101. CAL. LAB. CODE § 226 provides that an employer shall provide its employees with
9 accurate wage statements as follows:

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

19 102. At all times relevant herein, Defendants, including DOES 1 through 50, violated CAL.
20 LAB. CODE § 226 in that Defendants failed to properly and accurately itemize the number of hours
21 worked by Plaintiff and the Class at their effective regular rates of pay, including the effective
22 overtime rates of pay.

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

27 104. Defendants also failed to identify the true names of the employers on the wage
28 statements issued to Plaintiff and the Class by requiring them to work no more than five (5) hours

1 per day per restaurant/bar establishment, but then requiring them to travel to another restaurant/bar
2 establishment to work an additional five (5) hours, thus making it appear that each Class member
3 worked no-more than five hours per day despite having in fact worked more than (8) eight hours per
4 day.

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

15 **XIII.**

16 **SEVENTH CAUSE OF ACTION**

17 **Waiting Time Penalties**

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

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

20 106. Plaintiff re-alleges and incorporates herein each and every allegation contained in
21 each of the preceding paragraphs in this Complaint as fully set forth herein by reference.

22 107. Sections 201 and 202 of the California Labor Code require employers to pay their
23 employees all wages due immediately upon discharge, or within seventy-two hours of resigning
24 without notice.

25 108. Section 203 of the California Labor Code provides that when an employer willfully
26 fails to make a timely payment of final wages pursuant to sections 201 and 202 of the California
27 Labor Code, the employer must, as a penalty, continue to pay the employee's wages at an
28 employee's daily rate, up to thirty days.

1 116. All of the acts described herein as violations of, among other things, the California
2 Labor Code and applicable IWC Wage Orders, are unlawful and in violation of public policy, and
3 are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or
4 fraudulent business practices in violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.* Specifically,
5 Defendants’ unfair, unlawful, and/or fraudulent business practices include the following violations:

- 6 a. Failure to timely pay wages at the appropriate rate of pay in violation of CAL.
7 LAB. CODE §§ 204, 510, 511, 558, 1182, 1182.12, 1194., 1194.2, 1198, and 8
8 CAL. CODE REGS. § 11050(3), *et. seq.*;
- 9 b. Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and
10 512, and 8 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 11 c. Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8
12 CAL. CODE REGS. § 11050(11), *et. seq.*;
- 13 d. Failure to indemnify employees pursuant to CAL. LAB. CODE § 2802 and 8 CAL.
14 CODE REGS. § 11050(9)(B);
- 15 e. Failure to provide prompt payment of wages to employees upon termination and
16 resignation in violation of CAL. LAB. CODE §§ 201, 202, and 203;
- 17 f. Failure to provide accurate itemized wage statements to employees in violation of
18 CAL. LAB. CODE §§ 226 and 226.3.

19 117. In addition, Defendants also failed to identify the true names of the employers on the
20 wage statements issued to Plaintiff and the Class by requiring them to work no more than five (5)
21 hours per day per restaurant/bar establishment, but then requiring them to travel to another
22 restaurant/bar establishment to work an additional five (5) hours, thus making it appear that each
23 Class member worked no-more than five hours per day despite having in fact worked more than (8)
24 eight hours per day.

25 118. By and through the unfair, fraudulent, and unlawful business practices described
26 herein, Defendants, including DOES 1 through 50, have obtained valuable property, money, and
27 services from Plaintiffs and the Class, and has deprived them of valuable rights and benefits
28 guaranteed by the law, all to their detriment.

1 119. Furthermore, Plaintiff is informed and believes, and thereupon alleges, that
2 Defendants have underreported to federal and state authorities the wages earned by Plaintiff and the
3 members of the Class, and therefore, have underpaid state and federal taxes, employer matching
4 funds, unemployment premiums, Social Security, Medicare and Workers' Compensation premiums.
5 This conduct is criminal in nature and subjects Defendants to sanctions, fines, and imprisonment,
6 and is actionable under CAL. BUS. & PROF. CODE §§ 1700, *et. seq.* and 17200 *et. seq.*

7 120. Plaintiff is informed and believes, and based upon that information and belief alleges,
8 that by requiring Plaintiff and the Class to work without minimum wage compensation, or work
9 overtime without receiving overtime compensation, and failing to provide meal and rest periods,
10 Defendants have engaged in business within the state of California to offer its services at a lower
11 price for the purpose of injuring competitors and/or destroying competition in violation of CAL. BUS.
12 & PROF. CODE § 17043.

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

16 122. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading.

17 123. Plaintiff is entitled to seek, and does seek, such relief as may be necessary to restore
18 the money and property that Defendants have acquired, or of which Plaintiff and members of the
19 Class have been deprived of, by means of the above-described unfair and unlawful business
20 practices.

21 124. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
22 redress the injuries that they have suffered as a consequence of Defendants' unfair and unlawful
23 business practices. As such, Defendants should be required to disgorge the unpaid moneys owed to
24 Plaintiff and the Class.

25 125. Because Plaintiff seeks to enforce an important right affecting the public interest, *to*
26 *wit*, the lawful payment of wages as required by law, the disgorgement of ill-gotten gains, and the
27 restitution of unlawfully withheld wages, with interest thereon, Plaintiff requests an award of
28 attorneys' fees, pursuant to CAL. CODE CIV. PROC. § 1021.5, and costs pursuant to CAL. CODE CIV.

1 PROC. § 1032.

2 **XV.**

3 **NINTH CAUSE OF ACTION**

4 **Failure to Furnish Employee File and Payroll Records**

5 **[CAL. LAB. CODE §§ 226(b), 226(c) 226(f) 1198.5, 1198.5(a), 1198.5(b), and 1198.5(k)]**

6 **(By Plaintiff as Against All Defendants, Including DOES 1 through 50.)**

7 126. Plaintiff re re-alleges and incorporates herein each and every allegation contained in
8 each of the preceding paragraphs in this Complaint as fully set forth herein by reference.

9 127. CAL. LAB. CODE § 226(b) states, in relevant part, that “[a]n employer... shall afford
10 current and former employees the right to inspect or receive a copy of records pertaining to their
11 employment, upon reasonable request to the employer.” CAL. LAB. CODE § 1198.5(a) likewise
12 states, in relevant part, that “[e]very current and former employee... has the right to inspect and
13 receive a copy of the personnel records that the employer maintains relating to the employee's
14 performance or to any grievance concerning the employee.”

15 128. An employer’s failure to comply with an employee’s request pursuant to section
16 226(b) of the California Labor Code within 21 days entitles the employee to of \$750 from the
17 employer. CAL. LAB. CODE §§ 226(c) and (f).

18 129. An employer’s failure to comply with an employee’s request pursuant to section
19 1198.5 of the California Labor Code within 30 days entitles the employee to of \$750 from the
20 employer. CAL. LAB. CODE §§ 1198.5(b) and (k).

21 130. On April 20, 2021, Plaintiff sent a letter to Defendants at 3011 Newport Blvd.,
22 Newport Beach, CA 92662, 121 McFadden St., Newport Beach, CA 92663, and 2920 Newport
23 Blvd., Newport Beach, CA 92663, which, based on information and belief, are addresses commonly
24 shared among the Defendants, formally requesting her entire employee file, including payroll
25 records.

26 131. As of the filing of this action, Defendants have ignored Plaintiff’s request altogether.

27 132. By virtue of the foregoing, Plaintiff seeks penalties pursuant to sections 226(f) and
28 1198.5(b) of the California Labor Code, and injunctive relief to enforce Defendants’ compliance

1 along with an award for costs and reasonable attorneys' fees, pursuant to sections 226(h) and
2 1198.5(l) of the California Labor Code.

3 **XVI.**

4 **PRAYER**

5 WHEREFORE, Plaintiff prays for judgment as follows:

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

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

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

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

12 4. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,
13 1194, and CAL. CODE CIV. PROC. § 1032.

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

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

17 6. 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 7. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,
20 1194, and CAL. CODE CIV. PROC. § 1032.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19 **H. On The Ninth Cause Of Action:**

20 21. For penalties in the amount of \$1,500 pursuant to CAL. LAB. CODE §§ 226(f) and
21 1198.5(b);

22 22. For injunctive relief pursuant to CAL. LAB. CODE §§ 226(h) and 1198.5(l); and

23 23. For reasonable costs, including attorneys' fees, pursuant to CAL. LAB. CODE §§
24 226(h) and 1198.5(l)

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

26 24. For an order granting class certification.

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

28 25. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

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

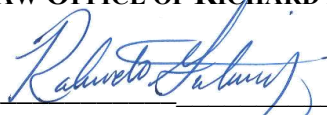
XVII.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all triable claims.

Dated: July 15, 2021

**BROWN WHITE & OSBORN LLP
LAW OFFICE OF RICHARD KIM, PC**

By: 

THOMAS BROWN
ROLANDO J. GUTIERREZ
RICHARD KIM

Attorneys for Plaintiff and the Putative Class