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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JUN 30 2025

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

Heather M. Davis, Esq. (SBN: 239372)
heather@protectionlawgroup.com
Amir Nayebdadash, Esq. (SBN: 232204)
amir@protectionlawgroup.com
Carlos Jimenez, Esq. (SBN: 227534)
carlos@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel: (424) 290-3095 | Fax (866) 264-7880

Albro L. Lundy III, Esq. (SBN:123133)
albro@bakerburtonlundy.com
Rolando J. Gutierrez, Esq. (SBN: 276230)
rolando@bakerburtonlundy.com
BAKER BURTON & LUNDY, P.C.
515 Pier Avenue
Hermosa Beach, CA 90254
Tel: (310) 376-9893 | Fax: (310) 376-7483

Attorneys for Plaintiffs
NATASHA KONISHI and NICOLE WHEAT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiff,

v.

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

Defendants.

CLASS ACTION

Case No: 30-2021-01201250-CU-OE-CXC
Hon. David A. Hoffer
Dept. CX103

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

**[PROPOSED] ORDER AND JUDGMENT RE
FINAL APPROVAL OF CLASS ACTION
AND PRIVATE ATTORNEY GENERAL ACT
SETTLEMENT**

Hearing Date: June 6, 2025
Hearing Time: 10:00 a.m.
Department: CX103

Complaint Filed: May 18, 2021
Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT RE FINAL APPROVAL OF CLASS ACTION AND**
2 **PRIVATE ATTORNEY GENERAL ACT SETTLEMENT**

3 This matter coming before the Honorable David A. Hoffer on June 6, 2025, at 10:00 a.m., in
4 Department CX103 of the Superior Court, County of Orange, located at 751 West Santa Ana
5 Boulevard, Santa Ana, California 92701, on Plaintiff Natasha Konishi's ("Plaintiff Konishi") and
6 Plaintiff Nicole Wheat's ("Plaintiff Wheat", and together with "Plaintiff Konishi," "Plaintiffs") Motion
7 for Final Approval of Class Action and PAGA Settlement (the "Final Approval Motion") and, after
8 review and consideration of the parties' fully-executed Class Action and PAGA Settlement and
9 Release Agreement (the "Agreement"), fully-executed Amendment to Class Action and PAGA
10 Settlement and Release Agreement ("Amendment") (the Agreement and the Amendment are jointly
11 referred to as the "Settlement"), and the papers in support of the Final Approval Motion, due and
12 adequate notice having been given to the Class, and the Court having reviewed and considered the
13 Settlement, all papers filed, the record, proceedings in the above-entitled action ("Action"), and all
14 oral and written comments received regarding the Settlement, and good cause appearing therefor, IT
15 IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

16 1. Other than the defined terms set forth in this Order, the Court, for purposes of this
17 Order, adopts all defined terms as set forth in the Settlement filed in this case.

18 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, all
19 members of the Settlement Class, and Defendants Lounge Group, Inc.; The Stag Bar, Inc., dba Stag
20 Bar (the "Stag"); Malarky's Irish Pub, Inc., dba Malarky's Irish Pub ("Malarky's"); Oceanfront Deli,
21 Inc., dba Dory Deli ("Dory Deli"); Orange Circle Lounge, Inc., dba The District Lounge (the "District
22 Lounge"); Peninsula Restaurant Group, Inc., dba Playa Mesa ("Playa Mesa"); Fullerton Lounge, Inc.,
23 dba Matador Cantina ("Matador Cantina"); The Balboa, LLC, dba Helmsman Ale House (the "Ale
24 House"); Muldoon's Pub, LLC, dba Muldoon's Irish Pub ("Muldoon's"); Blackie's By the Sea, LLC,
25 dba Blackie's by the Sea ("Blackie's"); Cold Brew, LLC, dba 2J's Lounge ("2J's"); Mariner's
26 Restaurant, LLC, dba Wild Goose Tavern ("Wild Goose"); Boardwalk Mexican, LLC, dba Super Panga
27 Taqueria ("Super Panga"); PSA Fund, LLC, dba The Country Club (the "Country Club"), and Mario
28 Marovic ("Marovic") (collectively, "Defendants").

1 3. The Court finds that the Settlement appears to have been made and entered into in
2 good faith and hereby approves the settlement subject to the limitations on the requested fees and
3 enhancements as set forth below.

4 4. The Parties shall bear their own respective attorneys' fees and costs, except as
5 otherwise provided for in the Settlement and approved by the Court.

6 5. Plaintiffs and all Participating Class Members shall have, by operation of this Final
7 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants and
8 the Released Parties from all released claims as set forth in the Settlement.

9 6. Solely for purposes of effectuating the Settlement, the Court grants final certification of
10 the following Settlement Class:

11 All current and former non-exempt employees who worked for Lounge Group, Inc.; The
12 Stag Bar, Inc. dba Stag Bar; Malarky's Irish Pub, Inc., dba Malarky's Irish Pub;
13 Oceanfront Deli, Inc. dba Dory Deli; Orange Circle Lounge, Inc. dba The District
14 Lounge; Peninsula Restaurant Group, Inc. dba Playa Mesa; Fullerton Lounge, Inc. dba
15 Matador Cantina; The Balboa, LLC, dba Helmsman Ale House; Muldoon's Pub, LLC
16 dba Muldoon's Irish Pub; Blackie's By the Sea, LLC dba Blackie's by the Sea; Cold
17 Brew, LLC dba 2J's Lounge; Mariner's Restaurant, LLC dba Wild Goose Tavern;
18 Boardwalk Mexican, LLC dba Super Panga Taqueria; and/or PSA Fund, LLC, dba The
19 Country Club, from May 18, 2017, to January 13, 2023.

20 7. The Class Period is from May 18, 2017, to January 13, 2023.

21 8. The Notice provided to the Class conforms with the requirements of California Rules
22 of Court 3.766 and 3.769 and constitutes the best notice practicable under the circumstances by
23 providing individual notice to all Class Members who could be identified through reasonable effort
24 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
25 Class Members. The Notice fully satisfies the requirements of due process.

26 9. No Settlement Class Members have objected to the terms of the Settlement.

27 10. Two Settlement Class Members, identified as Jesus Alvarez and Mauricio M.
28 Martinez, requested to be excluded from the Settlement Class and shall not be considered
Participating Class Members.

 11. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
methodology used to calculate and pay the Net Settlement Payments to each Participating Class
Member are fair and reasonable and authorizes the Administrator to pay the Net Settlement Payments

1 to the Participating Class Members in accordance with the terms of the Settlement.

2 12. The Court approves the Settlement and finds that it is fair, reasonable, and adequate
3 and worthy of final approval.

4 13. The Court hereby confirms Natasha Konishi and Nicole Wheat as the Class
5 Representatives.

6 14. Plaintiffs, the State of California, and all Participating PAGA Members shall have, by
7 operation of this Final Order and Judgment, fully, finally, and forever released, relinquished, and
8 discharged Defendants and the Released Parties from all released PAGA claims as set forth in the
9 Settlement.

10 15. The Court finds the PAGA Settlement is fair and reasonable and that Plaintiffs
11 provided notice of the proposed Settlement to the Labor and Workforce Development Agency
12 ("LWDA") and will fully and adequately comply with the notice requirements of California Labor
13 Code section 2699(I).

14 16. "Aggrieved Employee" means:

15 All current or former non-exempt employee who worked for Lounge Group, Inc.; The
16 Stag Bar, Inc. dba Stag Bar; Malarky's Irish Pub, Inc., dba Malarky's Irish Pub;
17 Oceanfront Deli, Inc. dba Dory Deli; Orange Circle Lounge, Inc. dba The District
18 Lounge; Peninsula Restaurant Group, Inc. dba Playa Mesa; Fullerton Lounge, Inc. dba
19 Matador Cantina; The Balboa, LLC, dba Helmsman Ale House; Muldoon's Pub, LLC
20 dba Muldoon's Irish Pub; Blackie's By the Sea, LLC dba Blackie's by the Sea; Cold
21 Brew, LLC dba 2J's Lounge; Mariner's Restaurant, LLC dba Wild Goose Tavern;
22 Boardwalk Mexican, LLC dba Super Panga Taqueria; and/or PSA Fund, LLC, dba The
23 Country Club from April 22, 2020, to January 13, 2023.

20 17. The PAGA Period is from April 22, 2020, to January 13, 2023.

21 18. The Court hereby approves the PAGA Settlement in the amount of \$100,000.00, with
22 \$75,000 to be paid to the LWDA and \$25,000.00 to be paid to the Aggrieved Employees.

23 19. The Court finds that Defendants have paid \$1,750,000 on January 23, 2025, to fund the
24 Settlement, which was deposited into a Qualified Settlement Fund account established and maintained
25 by the Administrator ("Settlement Fund").

26 20. Defendant Marovic is dismissed from the Action, with prejudice.

27 21. Within 15 days after entry of this Final Approval Order and Judgment, the
28 Administrator shall disburse, pursuant to the terms of the Settlement, as follows:

- 1 (a) From the Settlement Fund, \$75,000 shall be paid to the California Labor and
2 Workforce Development Agency, representing 75% of the penalties awarded
3 under the terms of the Settlement pursuant to the Labor Code Private Attorneys
4 General Act of 2004, California Labor Code section 2698 *et seq.* From the
5 Settlement Fund, the remaining 25% (\$25,000.00) shall be paid to the
6 Aggrieved Employees.
- 7 (b) From the Settlement Fund, \$5,000 shall be paid to each named plaintiff,
8 Natasha Konishi and Nicole Wheat, for their service as class representatives
9 and for their agreement to individually release all claims against Defendants,
10 known or known, pursuant to section 1542 of the California Civil Code.
- 11 (c) From the Settlement Fund, \$26,000.00 shall be paid to the Settlement
12 Administrator, CPT Group, Inc.

13 22. Neither the Gross Settlement Amount, Settlement Fund, nor the Net Settlement
14 Amount shall revert to Defendants. Any unclaimed funds from any uncashed checks, plus any
15 interest thereon, shall escheat to the California State Controller's Unclaimed Property Fund pursuant
16 to the Unclaimed Property Law in the names of the Class Members after 180 days from mailing.

17 23. The Court confirms Heather Davis, Amir Nayebdadash, Carlos Jimenez, and Jefferey
18 Jimenez of PROTECTION LAW GROUP, LLP, and Rolando J. Gutierrez of BAKER, BURTON & LUNDY,
19 P.C., as Class Counsel.

20 24. The Court finds that the fees and cost reimbursement requested by Class Counsel are
21 reasonable in light of the benefits provided to the Settlement Class.

- 22 (a) From the Settlement Fund, \$512,400 shall be paid to Class Counsel for
23 attorneys' fees as follows:

- 24 1. \$153,720 issued to PROTECTION LAW GROUP, LLP;
25 2. \$215,208 issued to BROWN WHITE & OSBORN, LLP;
26 3. \$71,736 issued to BAKER, BURTON & LUNDY, P.C.; and
27 4. \$71,736 issued to LAW OFFICES OF RICHARD KIM.

- 28 (b) From the Settlement Fund, \$46,662.62 shall be paid to Class Counsel for

reimbursement of costs as follows:

1. \$15,495.81 to PROTECTION LAW GROUP, LLP; and
2. \$357.26 to BAKER, BURTON & LUNDY, P.C.; and
3. \$30,809.55 to BROWN WHITE & OSBORN, LLP.

25. The Court having approved the foregoing, the "Net Settlement Amount" to be paid to Participating Class Members is the Settlement Fund of \$1,750,000 (less \$42,000.00 for employer's share of payroll taxes) less the following court-approved deductions:

PAGA Allocation.....	\$100,000 ¹
Settlement Fee Payment.....	\$512,400
Class Counsel Expenses.....	\$46,662.62
Class Representative Service Award	\$10,000 ²
Administrator Expenses Payment.....	\$26,000
Total Net Settlement Amount to Participating Class Members.....	\$1,012,937.38³

26. Notice of entry of this Order and Judgment shall be given to Class Members by posting a copy on CPT Group, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry.

27. Plaintiffs Konishi and Wheat, Participating Class Members, and Aggrieved Employees shall take from the operative complaint only the relief set forth in the Settlement Agreement and this Order and Judgment.

28. Without affecting the finality of this Order and Judgment in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action and their counsel of record.

29. A Final Accounting Hearing is set for April 24, 2026, at 10:00 a.m. in Department CX103. At least sixteen (16) calendar days before the hearing, Class Counsel and the Settlement Administrator shall submit a summary accounting of the distribution of the settlement funds to Class Members and Aggrieved Employees, identifying the distributions made pursuant to this Order and

¹ Of which 75% (\$75,000) shall be paid to Labor & Workforce Development Agency and 25% (\$25,000) shall be paid to the Aggrieved Employees.

² Of which, \$5,000 shall be paid to Plaintiff Konishi and \$5,000 to Plaintiff Wheat.

³ The aggregate amount that will be payable to all Participating Class Members (i.e., \$1,012,937.78) and to the PAGA Aggrieved Employees (i.e., \$25,000) pursuant to paragraph 21(a), *supra*, is \$1,037,937.38.

1 Judgment, the number and value of any uncashed checks, and the status of any unresolved issues.

2 30. This document shall constitute a judgment for purposes of California Rules of Court,
3 Rule 3.769(h).

4
5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

6
7 Dated: _____

6/30/25

David A. Hoffer

HONORABLE DAVID A. HOFFER