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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
9/2/2026 2:23 PM
By: Eric Iturralde, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BENARDINO

KALEAH BRIDGES, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

SIMON PROPERTY GROUP, INC., a
corporation; SBUX MANAGEMENT
ASSOCIATES, LLC, a limited liability
company; SIMON SBUX FRANCHISE, LLC,
a limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2417986

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804, 1198);**
- (2) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (3) FAILURE TO TIMELY PAY FINAL
WAGES (LABOR CODE §§ 201-203);**
- (4) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*);**
- (5) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*) .**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Kaleah Bridges (“Plaintiff”), on behalf of herself and all others similarly situated
2 as well as the State of California and other aggrieved employees, hereby brings this Second
3 Amended Class and Representative Action Complaint against Simon Property Group, Inc., a
4 corporation; Sbox Management Associates, LLC, a limited liability company; Simon Sbox
5 Franchise, LLC, a limited liability company; and Does 1 through 100, inclusive (collectively,
6 “Defendants”), and on information and belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiff, on behalf of herself and all others similarly situated, as well as the State
9 of California and other aggrieved employees, hereby brings this class and representative action
10 for recovery of unpaid wages and penalties under California Business and Professions Code
11 section 17200, et. seq.; Labor Code sections 201-203, 226, 1198, 2802, 2804, 2698 et seq.; and
12 Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”), in addition to seeking
13 declaratory relief and restitution. This class action is brought pursuant to California Code of Civil
14 Procedure section 382. This Court has jurisdiction over Defendants’ violations of the California
15 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in San Bernardino County. Defendants own, maintain offices, transact business, have an
20 agent or agents within San Bernardino County, and/or otherwise are found within San Bernardino
21 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-

203, 226, 1198, 2802, 2804, 2698 *et seq.*; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 7, which sets employment standards for the mercantile industry, which includes “any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail.”

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do) business as an owner and operator of retail properties, including malls and shopping centers and Starbucks stores within those malls and shopping centers. Plaintiff is further informed and believes, and based thereon alleges, that Defendants employed Plaintiff and other similarly situated employees within San Bernardino County and the state of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 15) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. Plaintiff is informed and believes, and based thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes defined below.

7. At all times herein mentioned, each of said Defendants participated in the acts herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each of the acts or omissions alleged herein.

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1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
5 Members (as defined in Paragraph 15).

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff worked for Defendants as a non-exempt employee from approximately
8 February 2023 to May 22, 2024.

9 10. As noted above, Defendants own and operate retail properties across California.
10 Many of these properties contain one or more Starbucks locations, which are also owned and
11 operated by Defendants. For example, in the Ontario Mills mall where Plaintiff worked, there are
12 two Starbucks locations owned and operated by Defendants. According to the Simon Property
13 website, Defendants own and operate approximately 16 Starbucks locations in malls and shopping
14 centers in California. These Starbucks locations are all owned and operated by Defendants, such
15 that the employees of all such locations are all employed by Defendants.

16 11. During Plaintiff's employment with Defendants, Defendants failed to reimburse
17 Plaintiff and other employees for expenses they incurred in the course of their employment.
18 Specifically, Defendants required Plaintiff and other employees to use their personal cellphones
19 to download an application called "Insperity." Plaintiff was required to use this application to
20 clock in and out for her shifts and meal break(s) each workday. Plaintiff also received text
21 messages and phone calls from management to discuss work related subjects. Plaintiff and her
22 co-workers also frequently used the application "Group Me" to communicate about work-related
23 subjects such as to seek and give advice for work, offer up and pick up shifts, and to generally
24 interact with one another about anything needed for work.

25 12. Despite requiring Plaintiff and other employees to use their personal cell phones
26 for work-related purposes, Defendants have failed to reimburse any portion of their monthly cell
27 phone bill. As a result of the foregoing, Plaintiff and other employees are entitled to
28 reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.*

(2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for “reasonable percentage” of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

13. In addition, Defendants have issued facially deficient wage statements to Plaintiff and other employees, in that the wage statements did not (and do not) include the name of the entity that is the employer, in violation of Labor Code § 226(a)(8). Specifically, Plaintiff’s wage statements listed “SBUX**ONTARIO MILLS (5510652)” or “SBUX**ONTARIO MILLS KO (5510638),” but no entity exists with either name. Plaintiff is informed and believes, and based thereon alleges, that the actual employing entity of Plaintiff and the other employees who worked (or work) at Defendants’ Starbucks locations is Sbox Management Associates, LLC, which is managed by Simon Sbox Franchise, LLC, a subsidiary of Simon Property Group, Inc. None of these entities were named on Plaintiff’s wage statements. On information and belief, Defendants’ other employees were (and are) likewise issued wage statements that do not include the name of the entity that is employer, in violation of Labor Code § 226(a)(8).

14. Defendants also failed to timely pay Plaintiff’s final wages. Specifically, Plaintiff’s employment with Defendants was terminated on May 22, 2024, but Defendants did not provide Plaintiff with her final paycheck until two days later, on May 24, 2024. This violates Labor Code §§ 201-202, which require that an employee who is terminated must be paid her final wages on the date of termination. On information and belief, Defendants have likewise failed to timely pay final wages to other separating employees in California.

CLASS AND PAGA ACTION ALLEGATIONS

15. Class Definition: Plaintiff bring this action on behalf of herself and the following Class pursuant to Section 382 of the Code of Civil Procedure:

All individuals who worked for Sbox Management Associates, LLC or Simon Sbox Franchise, LLC (the “Employing Entities”) as non-exempt employees in California at any time from June 3, 2020 through March 31, 2025.

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1 Plaintiff also seeks to represent the following subset of the Class, called the PAGA Group,
2 with respect to her representative action for PAGA civil penalties:

3 All individuals who worked for the Employing Entities in California as non-exempt
4 employees at any time from June 3, 2023 through March 31, 2025.

5 16. **Numerosity/Ascertainability:** The members of the Class are so numerous that
6 joinder of all members would be unfeasible and impracticable. The membership of the Class is
7 unknown to Plaintiff at this time; however, it is estimated that the Class numbers approximately
8 770 individuals. The identity of such membership is readily ascertainable via Defendants'
9 employment records.

10 17. **Common Questions of Law and Fact Predominate/Well Defined Community**
11 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
12 situated employees, which predominate over questions affecting only individual members
13 including, without limitation to:

- 14 i. Whether Defendants furnished legally compliant wage statements to
15 members of the Class pursuant to Labor Code § 226;
16 ii. Whether Defendants properly reimbursed expenses incurred by members
17 of the Class; and
18 iii. Whether Defendants timely paid final wages to members of the Class.

19 18. **Predominance of Common Questions:** Common questions of law and fact
20 predominate over questions that affect only individual members of the Class. The common
21 questions of law set forth above are numerous and substantial and stem from Defendants' policies
22 and/or practices applicable to each individual class member, such as Defendants' wage statement,
23 expense reimbursement, and final wage policies/practices. As such, the common questions
24 predominate over individual questions concerning each individual class member's showing as to
25 his or her eligibility for recovery or as to the amount of his or her damages.

26 19. **Typicality:** Plaintiff's claims are typical of the claims of the Class because
27 Plaintiff was employed by Defendants in California and worked in Defendants' Starbucks
28 locations during the statute(s) of limitation applicable to each cause of action pled in the

1 Complaint in this action. As alleged herein, Plaintiff, like the members of the Class, was furnished
2 with inaccurate wage statements, was deprived of all final wages upon her separation of
3 employment, and was not reimbursed for all expenses she incurred in carrying out her job duties
4 for Defendants.

5 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
6 steps to represent fairly and adequately the interests of the members of the Class. Moreover,
7 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
8 the Class and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
9 actions in state and federal courts in the past and are committed to vigorously prosecuting this
10 action on behalf of the members of the Class.

11 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
12 an important public interest in establishing minimum working conditions and standards in
13 California. These laws and labor standards protect the average working employee from
14 exploitation by employers who have the responsibility to follow the laws and who may seek to
15 take advantage of superior economic and bargaining power in setting onerous terms and
16 conditions of employment. The nature of this action and the format of laws available to Plaintiff
17 and members of the Class make the class action format a particularly efficient and appropriate
18 procedure to redress the violations alleged herein. If each employee were required to file an
19 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
20 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
21 superior financial and legal resources. Moreover, requiring each member of the Class to pursue
22 an individual remedy would discourage the assertion of lawful claims by employees who would
23 be disinclined to file an action against their former and/or current employer for real and justifiable
24 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
25 prosecution of separate actions by individual class members would create a substantial risk of
26 inconsistent or varying verdicts or adjudications with respect to the individual class members
27 against Defendants herein; and which would establish potentially incompatible standards of
28 conduct for Defendants. Further, the claims of the individual members of the Class are not

1 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
2 costs and expenses attending thereto. As such, the Class identified in Paragraph 15 is maintainable
3 under Section 382 of the Code of Civil Procedure.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

6 **(AGAINST ALL DEFENDANTS)**

7 22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 23. At all relevant times, Defendants were subject to Labor Code § 2802, which states
9 that “an employer shall indemnify his or her employees for all necessary expenditures or losses
10 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
11 her obedience to the directions of the employer.”

12 24. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
13 “any contract or agreement, express or implied, made by any employee to waive the benefits of
14 this article or any part thereof, is null and void, and this article shall not deprive any employee or
15 his personal representative of any right or remedy to which he is entitled under the laws of this
16 State.”

17 25. Due to Defendants’ unlawful policy and practice of requiring employees to use
18 their personal property, including but not limited to personal cell phones, for work purposes, and
19 their failure to reimburse Plaintiff and members of the Class, Defendants have violated Labor
20 Code § 2802.

21 26. As a proximate result of Defendants’ policies and/or practices in violation of Labor
22 Code §§ 2802 and 2804, Plaintiff and members of the Class have suffered damages in sums,
23 which will be shown according to proof.

24 27. Plaintiff and members of the Class are entitled to attorneys’ fees and costs of suit
25 pursuant to Labor Code § 2802(c) for bringing this action.

26 28. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
27 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
28 Plaintiff and members of the Class are entitled to interest, which shall accrue from the date on

1 which they incurred the initial necessary expenditure.

2 **SECOND CAUSE OF ACTION**

3 **WAGE STATEMENT VIOLATIONS**

4 **(AGAINST ALL DEFENDANTS)**

5 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
8 and the Class with accurate and complete itemized wage statements that included, among other
9 requirements, the name of the legal entity that is the employer, in violation of Labor Code § 226.

10 31. Defendants' failure to furnish Plaintiff and members of the Class with complete
11 and accurate itemized wage statements resulted in injury, as said failures led to, among other
12 things, confusion over the identity of their employer, and deprived them of the information
13 necessary to identify and reconcile the discrepancies in Defendants' reported data.

14 32. Defendants' failures create an entitlement to recovery by Plaintiff and members of
15 the Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including
16 statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to
17 Labor Code §§ 226 and 226.3.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO TIMELY PAY FINAL WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 34. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
23 an employer to pay all wages immediately at the time of separation of employment in the event
24 the employer discharges the employee, or the employee provides at least 72 hours of notice of
25 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
26 to quit, said employee's wages become due and payable not later than 72 hours upon said
27 employee's last date of employment.

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1 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to timely pay Plaintiff and members of the Class all final wages due to them at their
3 separation from employment, including hourly wages and vacation wages.

4 36. Plaintiff is informed and believes, and based thereon alleges, that as a matter of
5 uniform policy and practice, Defendants continue to fail to timely pay Plaintiff and Class
6 members all earned wages at the end of employment pursuant to Labor Code §§ 201-203.

7 37. Defendants' failure to pay all final wages was willful within the meaning of Labor
8 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Class their
9 earned wages upon separation from employment results in a continued payment of daily wages
10 up to thirty days from the time the wages were due. Plaintiff and members of the Class are entitled
11 to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

12 **FOURTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(AGAINST ALL DEFENDANTS)**

15 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 39. Defendants have engaged, and continue to engage, in unfair and/or unlawful
17 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
18 Plaintiff and the Class all wages due at termination, failing to furnish accurate and complete
19 itemized wage statements, and failing to reimburse business expenses.

20 40. Defendants' utilization of these unfair and/or unlawful business practices has
21 deprived Plaintiff and members of the Class of compensation to which they are legally entitled,
22 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
23 Defendants' competitors who have been and/or are currently employing workers and attempting
24 to do so in honest compliance with applicable wage and hour laws.

25 41. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
26 herein, Plaintiff, for herself and on behalf of the members of the Class, seeks full restitution of
27 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
28 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

42. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

43. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Class, to obtain restitution and injunctive relief on behalf of Defendants' current employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

FIFTH CAUSE OF ACTION

**CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)**

44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

45. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 2698 et seq. Plaintiff, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

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- a. Failing to reimburse or indemnify Plaintiff and other aggrieved employees for expenses incurred while carrying out their duties for Defendants, in violation of Labor Code §§ 2802 and 2804;
- b. Failing to timely pay all final wages owed to Plaintiff and other aggrieved former employees at the separation of employment, in violation of Labor Code §§ 201-203;
- c. Failing to furnish accurate itemized wage statements to Plaintiff and other aggrieved employees, in violation of Labor Code § 226; and
- d. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code § 1174.

46. On or about June 3, 2024, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 45 (a)-(d) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act (“PAGA”) with respect to these violations. As noted above, the “PAGA Group” Plaintiff seeks to represent in her PAGA action are all individuals who worked for the Employing Entities in California as non-exempt employees at any time from June 3, 2023 through March 31, 2025.

47. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
5. Upon the Second Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
6. Upon the Third Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
7. Upon the Fourth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;
8. Upon the Fifth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, pursuant to Labor Code § 2699(f);
9. Prejudgment interest on all due and unpaid wages and other damages pursuant to Cal. Labor Code § 2802(b); Civil Code § 3287; and Art. XV, § 1 of the California Constitution;
10. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226(e), 2802(c), 2699(k), and Code of Civil Procedure § 1021.5; and

1 11. For such other and further relief the Court may deem just and proper.

2
3 Date: September 2, 2026

Respectfully submitted,
MARQUEE LAW GROUP, APC

4 By:

5 
Tuvia Korobkin
Attorneys for Plaintiff

6
7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

9
10
11 Dated: September 2, 2026

Respectfully submitted,
MARQUEE LAW GROUP, APC

12 By:

13 
Tuvia Korobkin
Attorney for Plaintiff

1 **PROOF OF SERVICE**

2 I declare that I am over the age of eighteen (18) and not a party to this action. My business
3 address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

4 On September 2, 2026, I served the foregoing document(s) described as:

5 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

6 on all interested parties in this action by transmitting a true copy of the document(s) described
7 above, addressed as follows:

8 **SEE ATTACHED SERVICE LIST**

9 () **BY MAIL** as follows: I am “readily familiar” with the firm’s practice of collection and
10 processing of correspondence for mailing with the United States Postal Service. I know
11 that the correspondence was deposited with the United States Postal Service on the same
12 day this declaration was executed in the ordinary course of business. I know that the
13 envelope was sealed and, with postage thereon fully prepaid, placed for collection and
14 mailing on this date in the United States mail at Beverly Hills, California.

15 () **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the
16 above addressee(s).

17 () **BY OVERNIGHT COURIER:** I am “readily familiar” with the firm’s practice of
18 collecting and processing overnight deliveries, which includes depositing such packages in
19 a receptacle used exclusively for overnight deliveries. The packages were deposited
20 before the regular pickup time and marked accordingly for delivery the next business day.

21 (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served
22 electronically to the address of the recipient(s) as set forth below. I am readily familiar
23 with the Code of Civil Procedure and California Rules of Court for electronic service and
24 this document/these documents were duly served electronically in accordance with said
25 rules and regulations on the date stated above, and the transmission was reported as
26 complete and without error.

27 I declare under penalty of perjury under the laws of the State of California that the above is
28 true and correct. Executed on September 2, 2026, at Beverly Hills, California.



Bianca Adame

SERVICE LIST:

Barnes & Thornburg LLP c/o Caroline C. Dickey, Esq. c/o Emma M. Kinstedt, Esq. 2029 Century Park East, Suite 300 Los Angeles, California 90067 E: <i>caroline.dickey@btlaw.com</i> ; <i>emma.kinstedt@btlaw.com</i> ; <i>Kathleen.Anderson@btlaw.com</i> ; <i>Monica.Martinez@btlaw.com</i>	<i>Attorneys for Defendants Simon Property Group, Inc.; SBUX Management Associates, LLC; and Simon SBUX Franchise, LLC</i>
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