

October 4, 2022

**H-24**

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

**RECOMMENDATION:**

Receive the supporting documentation into the record, conclude the public hearing, and grant an Entertainment Permit with conditions for entertainment without dancing to SPFISH LB, LLC, dba San Pedro Fish Market on Alamitos Bay, at 6550 Marina Drive. (District 3)

**DISCUSSION**

The Long Beach Municipal Code (LBMC) requires an application be filed and a hearing held before the City Council whenever this type of activity is requested and before an entertainment permit (Permit) is granted or denied.

The LBMC also requires the City Council to approve the issuance of the Permit if they find that: the issuance of the Permit at the proposed location is consistent with federal, State, and local laws, rules, and regulations; it will not constitute an undue burden on the neighborhood; the applicant(s) or responsible persons have not been convicted of any misdemeanor involving moral turpitude or felony offense within the past five years; and, neither the applicant(s) nor any responsible persons have a history of committing significant violations of the City of Long Beach (City) code and have not provided false or misleading information on their application.

The City Council has the authority to approve the following options: (1) grant the Permit, with or without conditions; or (2) deny the Permit on the application. Once the Permit is granted, pursuant to LBMC 5.72.120.5, the Permit will be subject to an administrative review by the Financial Management Department every two years. This review process will consist of a multi-department analysis to determine compliance and identify if issues exist. This provision does not affect the City's ability to modify, revoke, or suspend a permit at any time.

City departments have conducted their investigations in accordance with the LBMC. Attached are the departmental investigative reports, history, entertainment permit application, and floor plan.

The following summarizes departmental findings:

- The Police Department recommends that the Permit for entertainment without dancing be approved, subject to conditions.
- The Fire Department finds the building/location meets department requirements for the proposed use.

- The Health and Human Services Department finds the building/location meets department requirements for the proposed use.
- The Development Services Department finds the building/location meets department requirements for the proposed use.

The Financial Management Department, Business Services Bureau, has reviewed all submitted department documents and correspondence and recommends the Permit for entertainment without dancing be approved subject to conditions (attached).

In the event that any of the recommended conditions conflict with other permits or licenses, the permittee must adhere to the strictest of the applicable conditions. This location has been licensed as a Restaurant & Ready to Eat Foods with Alcohol since May 2021.

This matter was reviewed by Deputy City Attorney Monica Kilaita on September 13, 2022.

TIMING CONSIDERATIONS

The hearing date of October 4, 2022, has been posted at the business location, with the applicant and property owners within 300 feet notified by mail.

FISCAL IMPACT

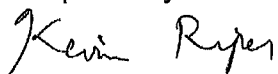
The following fees were collected with the application: Building Review \$23.30 and Zoning Review \$33.00 (Development Services Department), Police Investigation \$1,483.00 (Police Department), and Mailing List \$90.00 (Financial Management Department).

The following fees will be collected if the application is approved: Business License Annual Tax \$412.96, Employee Rate \$21.41 per employee, and Annual Entertainment Regulatory Fee \$352.00 (Financial Management Department).

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



KEVIN RIPER  
DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED:



THOMAS B. MODICA  
CITY MANAGER

- ATTACHMENTS:
- A – FM CONDITIONS
  - B – SUMMARY OF APPLICATION
  - C – FIVE YEAR HISTORY
  - D – MAP
  - E – BUSINESS LICENSE APPLICATION
  - F – ENTERTAINMENT PERMIT APPLICATION
  - G – INFOR PRINT OUT
  - H – PD CONDITIONS

**SPFISH LB, LLC DBA SAN PEDRO FISH MARKET ON ALAMITOS BAY**  
**6550 Marina Drive, Long Beach, CA 90803**

Attachments Summary:

|              |   |
|--------------|---|
| Attachment A | FM Conditions                                   |
| Attachment B | Summary of Application for Entertainment Permit |
| Attachment C | Five Year History of Business Establishment     |
| Attachment D | Map   |
| Attachment E | Business License Application                    |
| Attachment F | Entertainment Application Packet                |
| Attachment G | INFOR print out                                 |
| Attachment H | PD Conditions                                   |



**Recommended Conditions of Operation**  
**Third Planet LLC dba Vine**  
**2142 E. 4th Street**  
**Application for Entertainment Without Dancing**

The Department of Financial Management recommends **approval** of the Permit subject to the following conditions:

I. **STANDARD CONDITIONS OF OPERATION**

- 1) The operation of the establishment shall be limited to those activities and elements expressly indicated on the permit application and approved by the City Council. Any change in the operation, which exceeds the conditions of the approved permit, will require that a new permit application be submitted to the City Council for their review and approval.
- 2) Unless separately applied for, reviewed, and approved, no adult entertainment, as defined by section 5.72.115(B) LBMC shall be conducted on the permitted premises.
- 3) The permittee shall comply with the requirements of LBMC Section 8.80 (Noise) at all times. In addition, in response to a complaint, the Police Department will enforce Penal Code Section 415 (disturbing the peace) and all other state and local provisions related to the "public peace." Permittee shall conduct all aspects of his or her operation, including before and after-hours deliveries and maintenance, in consideration of residences located nearby. Permittee agrees that the following standard is reasonable: Noise emanating from Permittee's premises shall not be audible from the middle of the street adjoining the premises.
- 4) This Entertainment Permit is an accessory to the primary business. The authorization to provide entertainment on-site is subject to the use remaining a bona fide eating place serving actual and substantial meals. "Meals" means the usual assortment of foods commonly ordered at various hours of the day; the service of such food only as sandwiches or salads shall not be deemed compliant with this requirement. Meals must consist of food prepared on the premises. Hours of sales of alcohol shall be limited to the hours when meals are available.

The premises must be equipped and maintained in good faith. The premises must possess working refrigeration, cooking equipment, utensils, menus, and enough food to make substantial meals. In the event the primary business ceases operation, fails to operate as a bona fide eating place, fails to serve actual and substantial meals, or otherwise fails to comply with this condition, the Entertainment Permit becomes null and void.

- 5) Due to the proximity of neighboring liveaboard boats in The Marina, all door(s) and windows shall be kept closed at all times during any entertainment, except in cases of emergency and to permit deliveries. Said door(s) is not to consist solely of a screen or ventilated security door. **Sound shall not be audible beyond fifty feet (50') from the exterior of the premises in any direction.**
- 6) The permittee shall not allow employees to discard trash or beer bottles into the outside dumpster between the hours of closing and 7:00 A.M.
- 7) Deliveries to and from the premises shall be limited to the hours of 8:00 A.M. to 10:00 P.M.
- 8) During all times that the entertainment activities are being conducted, the permittee shall provide adequate security staff to supervise patrons inside the establishment. For crowds up to fifty (50) people, the permittee shall provide a minimum of one (1) uniformed security guard. For crowds over fifty (50) people, the permittee shall provide a minimum of one (1) additional security guard per fifty (50) people.

The attire of each security guard shall clearly indicate the guard's affiliation with the establishment by means of a pin, shirt, or other visible form of identification. Should the permittee's operations give rise to a substantial increase in complaint/calls for police service, or trash left in the parking lot, the permittee shall increase security staff, implement the use of electronic metal detection equipment, increase outside lighting, or make other changes to the premises or operation as the Chief of Police determines are necessary to protect the safety of the public.

- 9) The permittee shall take reasonable measures to prohibit and prevent the loitering of persons immediately outside any of the entrance/exit doors and the parking lot, at all times while open for business. This should be done by use of security guards and signage indicating words to the effect of, "Please respect our neighbors" or something similar.
- 10) At the conclusion of each event, the permittee shall take reasonable measures to ensure that exiting patrons walk directly to their vehicles, and not loiter in the front of the establishment, the parking lot or the immediate area.
- 11) The permittee agrees to reimburse the City for all costs associated with excessive police services, as determined by the Chief of Police, required as the result of any incident or nuisance arising out of or in connection with the permittee's operations.
- 12) Current occupancy loads shall be posted at all times, and the permittee shall have an effective system to keep count of the number of occupants present at any given time and provide that information to public safety personnel upon request. (LBMC section 18.48.320).



- 13) Any graffiti painted or marked upon the premises, or on any adjacent area under the control of the licensee, shall be removed or painted over within 24 hours of being applied.
- 14) San Pedro Fish Market on Alamitos Bay, or its agents, shall not distribute any advertising matter such as signs, posters, or promotional cards, in or upon any public property, or in or on any vehicle in any such place in the City. Distribution of any advertising matter upon private property shall adhere to the following guidelines: By placing the same matter in a receptacle, clip, or other device designed or intended to receive advertising matter. The permittee shall keep all promoter contracts, including names, addresses, and phone numbers, on file at all times, and be available for inspection at any time.
- 15) The permittee shall be responsible for maintaining free of litter the premises and the area adjacent to the licensed premises over which they have control.
- 16) The permittee shall install and maintain a video surveillance system that monitors no less than the front and rear of the business with full view of the public right-of-ways and any parking lot under the control of the permittee. The video system must be capable of delineating on playback the activity and physical features of persona and areas within the premises. Recordings shall be retained for a minimum of 30 days and be accessible via the Internet by the Long Beach Police Department. A Public Internet Protocol (IP) address and user name/password is also required to allow the Long Beach Police Department to view live and recorded video from these cameras over the internet. All video security cameras shall be installed to the satisfaction of the Chief of Police, Director of Technology Services, and Director of Development Services. At the discretion of the Chief of Police, the permittee may be required to add additional video cameras.
- 17) The permittee shall ensure that all employees attend an alcohol awareness class such as TIPS or LEAD, within the first ninety (90) days of employment. In the event that the LEAD program class is not offered within this ninety-day period, the permittee shall attend the next available class. Proof of completion shall be kept on file at the business and shall be available for inspection at any time.
- 18) The permittee shall maintain full compliance with all applicable laws, ABC laws, ordinances, and stated conditions. In the event of a conflict with the requirements of this permit, your conditional use permit, or your Alcoholic Beverage Control license, the more stringent regulation shall apply.
- 19) An identification card scanner shall be used for all patrons entering the establishment after 10:00 PM for the sole purpose of verifying patron age and/or authenticity of a patron's driver's license or identification card.

## II. ADDITIONAL CONDITIONS OF OPERATION

- 1) Entertainment activities indicated on Page 7 of your entertainment application shall be restricted to no later than **11:30 P.M. Monday through Sunday**.



Entertainment can begin at 5:00 P.M. every day of the week Monday through Sunday. All outdoor entertainment shall be restricted to no later than 10:00 P.M. every day of the week, Monday through Sunday.

- 2) All current and new alcohol servers and managers must be certified by an accredited RBS training provider and pass an ABC exam within 60 calendar days from date of employment. Responsible Beverage Service (RBS) Training Program is mandatory by The Department of Alcoholic Beverage Control. For more information please visit <https://www.abc.ca.gov/education/rbs>.
- 3) Any night where organizations, such as car clubs, motorcycle clubs, or any organization who are also patrons of the San Pedro Fish Market on Alamitos Bay and may congregate in the parking lot, the permittee shall staff one (1) security guard for crowds over (50) patrons to monitor activity inside the establishment to include the adjacent parking lot and any area under the control of the licensee, between the hours of 5 p.m. and ½ hour after closing. Security Guards shall ensure that patrons conduct themselves in a peaceful manner as not to disturb any nearby businesses and liveaboard vessels.
- 4) The permittee is required to monitor the outside patio area for any nuisance activity that could disturb the surrounding neighbors. This shall be done by utilizing security guards or employees.
- 5) The permittee shall not hire promoters with the intent to advertise/promote or hold any entertainment activities consistent with nightclub entertainment.
- 6) The permittee must provide all promoters, independent contractors, and dancers, hired to conduct entertainment activities with a copy of the approved permit, which shall include a copy of the approved conditions of operation.
- 7) The permittee shall develop and maintain a plan to address neighborhood concerns, related to the operation of the establishment (i.e. newsletter, meetings, etc.).
- 8) The permittee and/or security shall also ensure that no employee, patron, or entertainer loiters in the parking lot at any time during the operation of the business.

The permittee shall not allow any employee, patron or entertainer, to exit and loiter near the side or rear doors leading to the boardwalk or boat docks.

- 9) The permittee shall not convert the restaurant, or any portion thereof, into a dance/night club. All entertainment activities shall be conducted in conjunction with regular dining or pre-planned banquet activities. A banquet is defined as a function held at a bona fide eating place wherein complete and substantial meals are provided to the persons in attendance by the management of the restaurant



where the function is being held. Fast food, snacks, and hors d'oeuvres shall not constitute a complete and substantial meal.

10) The speaker volume in the patio area shall be kept at a low level, so as not to disturb any other businesses or residents. If any noise or disturbance complaints can be attributed to the speaker volume in the patio area, the permittee shall modify or remove existing speakers at the direction of the Chief of Police.

11) Entertainment shall not be offered on any day that the restaurant is closed.

III. In the event that any of the recommended conditions attached to any permit or license is in conflict, the permittee shall adhere to the strictest of the applicable conditions. In addition, please be advised that your permit is subject to administrative review every two years from the date this permit is issued. If grounds exist for modification, revocation, or suspension of the permit, a hearing will be held.





**SUMMARY OF APPLICATION FOR ENTERTAINMENT PERMIT**

Attached for your review and action is an application for SPFISH, LB LLC dba San Pedro Fish Market on Alamitos Bay. Also, attached are reports from various departments stating their recommended disposition of the subject application. These are summarized as follows:

**SUBMITTED FOR CITY COUNCIL ACTION**

|  | <u>Without<br/>Concern</u> | <u>With<br/>Conditions</u> | <u>With<br/>Concerns</u> |
|--|----------------------------|----------------------------|--------------------------|
| Police Department                                  |                            | X                          |                          |
| Fire Prevention Bureau                             | X                          |                            |                          |
| Health and Human Services Department/Noise Control |                            | X                          |                          |
| Development Services Department                    | X                          |                            |                          |

Questions concerning the above may be directed to the following:

|  |          |
|--|----------|
| Police Department, Chief of Police .....                 | 570-7301 |
| Fire Department, Fire Prevention Bureau .....            | 570-2500 |
| Health and Human Services Department, Noise Control..... | 570-4130 |
| Development Services Department.....                     | 570-6623 |

Compiled by: Department of Financial Management  
Business Services Bureau

**FIVE-YEAR HISTORY OF BUSINESS ESTABLISHMENT  
6550 MARINA DRIVE, LONG BEACH CA 90803**

SPFISH LB, LLC  
dba San Pedro Fish Market on  
Alamitos Bay  
Lic # BS22205573  
04/2022 – Pending

Entertainment Without Dancing (Alcohol)

SPFISH LB, LLC  
dba San Pedro Fish Market on  
Alamitos Bay  
Lic # BU21904160  
01/2020 – Present

Restaurant & Ready to Eat Food with Alcohol

Crab Addison INC  
dba Joe's Crab Shack  
Lic # BU98040210  
11/1998 – 02/2014

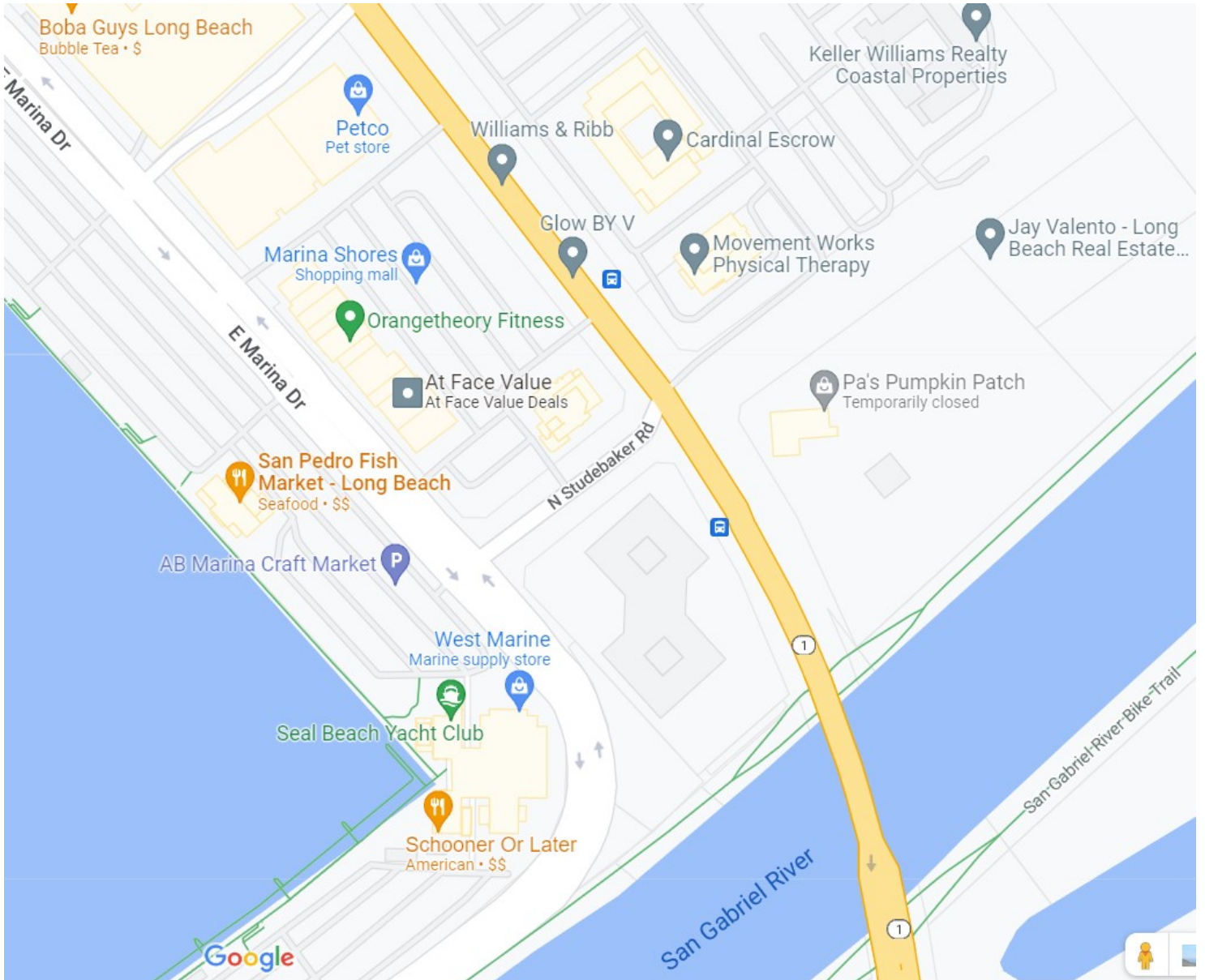
Entertainment With Dancing (Alcohol)

Joe's Crab Shack LLC  
dba Joe's Crab Shack  
Lic # BU98040200  
10/1998 – 11/2017

Restaurant & Ready to Eat Foods

# SPFISH LB, LLC dba San Pedro Fish Market on Alamitos Bay

## 6550 Marina Drive, Long Beach, CA 90803





**CITY OF LONG BEACH BUSINESS LICENSE APPLICATION**

Fourth Floor, City Hall  
333 W. Ocean Boulevard, Long Beach, CA 90802

[www.longbeach.gov](http://www.longbeach.gov)  
[LBBIZ@LongBeach.gov](mailto:LBBIZ@LongBeach.gov)  
(562) 570-6211

| GENERAL INFORMATION   |  |  |   |   |
|---|--|--|---|---|
| OWNER/ENTITY NAME<br><b>SPFish LB, LLC</b>  | DRIVER'S LICENSE NO  | STATE  | SOCIAL SECURITY NO.   | HOME OCCUPANT<br><input type="checkbox"/> Y <input checked="" type="checkbox"/> N |
| BUSINESS NAME (D.B.A)<br><b>San Pedro Fish Market on Alamitos Bay</b>   | TYPE OF BUSINESS (BE SPECIFIC)<br><b>Restaurant</b>              |  | EMAIL:<br><b>mike@sanpedrofish.com</b>  |   |
| BUSINESS ADDRESS STREET<br><b>6550 E Marina Dr</b>  | CITY<br><b>Long Beach</b>  | STATE<br><b>CA</b>   | ZIP<br><b>90803</b>   | AREA CODE/TELEPHONE<br>[REDACTED]   |
| BILLING ADDRESS (if same write SAME) STREET<br><b>1190 Nagoya Way</b>   | CITY<br><b>San Pedro</b>   | STATE<br><b>CA</b>   | ZIP<br><b>90731</b>   | AREA CODE/TELEPHONE<br>[REDACTED]   |
| RESIDENCE ADDRESS (if same write SAME) STREET   | CITY   | STATE  | ZIP   | AREA CODE/TELEPHONE   |
| LIST OF PRINCIPAL OFFICERS, MEMBERS, PARTNERS AND RESIDENTIAL ADDRESSES (IF MORE, PLEASE ATTACH A LIST)   |  |  | TITLE   | % OWNERSHIP   |
| <b>Michael Ungaro</b>   |  |  | <b>CEO</b>  | <b>16.67</b>  |
| <b>Thomas C Amalfitano</b>  |  |  | <b>President</b>  | <b>16.67</b>  |
| <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Address Change <input type="checkbox"/> Ownership Change <input type="checkbox"/> Secondary License <input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLP <input checked="" type="checkbox"/> LLC  |  |  |   |   |
| BUSINESS OPERATIONS INFORMATION   |  |  |   |   |
| START DATE<br><b>Oct 2017</b> <b>SEPT 2019</b>  | NO. OF EMPLOYEES<br><b>20</b>                                    | NO. OF VEHICLES<br><b>0</b>  | FEDERAL TAX ID. NUMBER<br>[REDACTED]  | SALES & USE TAX (SELLER'S PERMIT) NO.<br>[REDACTED]                               |
| DOES YOUR BUSINESS HAVE A CALIFORNIA STATE LICENSE?<br><input type="checkbox"/> Y <input checked="" type="checkbox"/> N   | STATE LICENSE NO.  | CLASSIFICATION(S)  | RENEWAL DATE  |   |
| HAVE YOU EVER HAD A BUSINESS LICENSE/PERMIT REVOKED OR SUSPENDED?<br><input type="checkbox"/> Y <input checked="" type="checkbox"/> N   | LICENSE/PERMIT NO.   | ISSUING AGENCY   | CLASSIFICATION & DATE OF SUSPENSION/REVOCAION   |   |
| FOOD / ALCOHOL / TOBACCO / ENTERTAINMENT  |  | SERVICES / FUND RAISING  |   |   |
| Do you plan to sell or serve food? (Includes pre-packaged)<br>If serving food, how many seats?: <b>450</b>  | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | Will you offer massage, tanning, herbal therapy, escort or any other services that improve the health or well being of another?    | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N  |   |
| Do you plan to sell or serve alcoholic beverages?<br><b>593349</b>  | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | Will you engage in fund raising?   | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N  |   |
| ABC License number: <b>482009</b> Type: <b>41</b>   | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | Will you deal in coins, firearms, jewels or second-hand property?  | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N  |   |
| Conditions Included: (If yes, please attach to application)   |  | Will you perform Parking Management? If so, please attach a detailed list of all activities?                                       | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N  |   |
| Does your business have amusement machines, video games, vending machines, jukebox and/or pool tables?  | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <b>BUILDING AND FACILITY INFORMATION</b>   |   |   |
| How many: _____ Type: _____ Owner: _____  |  | Property Owner's Name: <b>Marina Partners, LLP</b>   | Business sq. ft.: <b>11,500</b> Warehouse on site? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |   |
| Do you plan to sell tobacco products/paraphernalia?   | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | Do you: <input type="checkbox"/> Own or <input checked="" type="checkbox"/> Rent/Lease your business property?                     |   |   |
| Do you plan to operate a Smoking Lounge?  | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <b>HAZARDOUS MATERIALS / MEDICAL WASTE</b>   |   |   |
| Will you deal with, use, store or transport Medical Marijuana?  | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | Will you manage or produce bio-hazardous materials or waste? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N      |   |   |
| Will you have <input checked="" type="checkbox"/> Music <input type="checkbox"/> Dancing <input type="checkbox"/> Performers <input type="checkbox"/> Adult Entertainment?  |  | Will you use, store, or transport chemicals (new or waste state)? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N |   |   |
| ACKNOWLEDGMENT TO BE COMPLETED BY SOLE OWNER, PRINCIPAL OFFICERS, MEMBERS OR PARTNERS   |  |  |   |   |
| I understand that before I can operate my business in Long Beach, my establishment must comply with applicable City departmental laws and regulations completely and I must obtain a business license and all necessary Federal State and local permits or I will be in violation of L. B. M. C. Chapter 3.80. I declare that I am authorized to complete this application and that the information and statements provided are true and correct. SIGN and return this statement with your remittance. Make checks payable to City of Long Beach. |  |  |   |   |
| Signature <u><i>Michael Ungaro</i></u>  | Date <u>4-15-19</u>  | PRINT NAME/TITLE <u>Michael Ungaro, CEO</u>  |   |   |
| Signature <u><i>Thomas Amalfitano</i></u>   | Date <u>4-15-19</u>  | PRINT NAME/TITLE <u>Thomas Amalfitano, President</u>   |   |   |
| DO NOT WRITE BELOW THIS LINE  |  |  |   |   |
| Inspection(s): <input type="checkbox"/> Bldg <input type="checkbox"/> Fire <input type="checkbox"/> Health <input type="checkbox"/> HazMat <input type="checkbox"/> PD <input type="checkbox"/> Other   | Prev Use: <u>Restaurant</u> Exp. Date: <u>10/14/17</u>           |  |   |   |
| Basic Tax   | Employees  |  |   |   |
| Employees # _____ @ \$ _____ =  | Vehicles   |  |   |   |
| Vehicles # _____ @ \$ _____ =   | Other  |  |   |   |
| Other # _____ @ \$ _____ =  | PIA  |  |   |   |
| PIA # _____ @ \$ _____ =  | PIA Employees  |  |   |   |
| Regulatory Investigation  | Misc. Fees   |  |   |   |
| Misc. Fees  | Sub Total  |  |   |   |
| Sub Total   | Zoning   |  |   |   |
| Zoning  | Building Review  |  |   |   |
| Building Review   | Total \$ _____   |  |   |   |
| Total   | BU <u>21904160</u>   |  |   |   |

**Zoning Review**

Y N N/A

By: \_\_\_\_\_

Date: \_\_\_\_\_

New construction    Reuse

Zone: \_\_\_\_\_

Comments: \_\_\_\_\_

**ATTENTION LICENSE APPLICANT**

**Business License Required (L.B.M.C. 3.80.210)**

Under the Long Beach Municipal Code (Section 3.80.210), any person operating a business in the City of Long Beach is required to obtain a business license and pay an annual business license tax, prior to the operation of that business.

**Term of License (L.B.M.C. 3.80.520)**

A business license is valid for one (1) year from the date of issuance (unless otherwise noted) and must be renewed each year. A renewal notice is sent to the licensee ten (10) days prior to the due date, and the licensee has thirty (30) days to pay without penalty. If a notice is not received by the licensee, he/she is still responsible for payment by the due date. If the licensee changes his/her mailing address during the year, he/she should contact the Business License Section to report the change.

**Penalties (L.B.M.C. 3.80.422)**

A penalty equivalent to twenty-five percent (25%) of the payment due applies to all delinquent licenses unpaid after thirty (30) days from the due date. An additional ten percent (10%) penalty is added on the first day of the calendar month following the imposition of the twenty-five percent (25%) penalty if the tax remains unpaid, up to a maximum of one hundred percent (100%) of the tax due. The postmark will govern the determination of whether or not a tax payment is delinquent. A delinquent tax will be deemed a debt to the City, and the licensee shall be liable for legal action if it remains unpaid.

**Multiple Businesses at one Location (L.B.M.C 3.80.420.6)**

When more than one business activity is engaged in at the same location, and the activity falls into a classification other than that of the original license, the licensee is required to obtain an additional license for each different business activity. If the licensee has more than one business license at the same location, he/she may choose to pay for all employees on one license. If so, the licensee will pay for the employees on the license with the higher employee rate.

**Definition of an Employee (L.B.M.C. 3.80.150)**

For the purpose of Business License taxation in the City of Long Beach, an employee is defined as: Every person engaged in the operation or conduct of any business in Long Beach, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and every person employed or working in such business, whether full-time, part-time, permanent or temporary, for a wage, salary, commission or room and board. The owner of a sole proprietorship shall not be deemed to be an "employee" of the business.

**Change of Location (L.B.M.C. 3.80.424)**

Every person possessing a City of Long Beach Business License who changes the location of his place of business shall, prior to engaging in such a business at the new location, have the City endorse the new location on the license.

**Display of License (L.B.M.C. 3.80.425.5)**

Every person having a license shall prominently display the license at the place of business. If the business is operated from a vehicle, an identifying decal issued by the City shall be affixed to the vehicle, and the business license shall be carried by the licensee.

**Refunds Prior to Start of Business (L.B.M.C. 3.80.427.5.F)**

Any application for refund must be made by the person entitled to the money within one year after payment of the money to the City. No refund shall be made of any moneys paid for the issuance or renewal of any license unless it is determined that such licensee has not engaged in, nor held himself out as being engaged in, such business or occupation at any time after the effective date of the license. The amount of the refund shall be the full amount of the license tax paid, less an amount determined by the Director of Financial Management, which shall cover the cost of investigation and issuance of the license.

**Sales or Use Tax**

Sales or Use Tax may apply to your business activity. You may seek advice regarding the application of the tax to your business by writing or calling the State Board of Equalization at:

16715 Von Karman Ave Suite #200  
Irvine, CA 92606  
(949) 440-3473

12440 E. Imperial Hwy. Suite 200  
Norwalk, CA 90651  
-or-  
(562) 466-1694

**Inspections (The business license application must be available on site at time of inspection).**

When a business license inspection is scheduled, the business must be fully prepared to operate, and the business owner or operator must be on site for the entire scheduled time of inspection. If the business owner or operator is unprepared for or misses a scheduled business license inspection without giving a minimum of 24 hours notice to the appropriate City agency, a re-inspection fee will be assessed.

I have read and understand the **Inspection** requirements.

  
Signature

4-15-19  
Date

| Section J – Application Attachments |   |
|-------------------------------------|---|
| Staff Only                          | All Applications  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Department of Health and Human Services Entertainment Permit Application Requirements Form  |
|                                     | Corporation, Limited Liability Companies, Limited Liability Partnerships:   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Copy of your Articles of Incorporation/ Organization; and   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Copy of your Statement of Information   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Copy of CA Seller's Permit  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Copy of Alcoholic Beverage Control License <b>with conditions</b>   |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Copy of Fictitious Business Name Filing, if applicable.   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> Property Owner Authorization of Entertainment Activities<br><br>If the applicant is the owner of the property, please include a copy of the title or deed to the property.  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Copy of Property Owner's City of Long Beach Commercial/Industrial Business License, if applicable.  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> Interior Floor Plan to include: <ul style="list-style-type: none"> <li>a. Dimensions of interior floor plan</li> <li>b. Location inside the establishment where entertainment activities will be taking place</li> <li>c. Indicate locations of all exit doors, widths of doors, and panic hardware.</li> <li>d. All fixed seating throughout</li> <li>e. Dance floor dimensions and type of flooring materials used</li> <li>f. If a stage is to be added, give exact measurements including height, location, and materials used</li> </ul> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Parking Agreement/Parking Plan (if using a parking facility that is not part of the business premises)  |

If you have any questions as to your occupant load, or if your business will change because of a change in use from a B occupancy with an occupant load less than fifty (50) persons to an A occupancy, (usually an A-3) fifty (50) persons or more but less than 300, a floor plan with the above requirements must be submitted to the 4th floor Planning and Building Department, Plan Check Engineer. For more information, please contact the Planning and Building Department at (562) 570-6651.

These additional requirements may be applicable:

1. Handicapped requirements may apply.
2. All Fire Department approvals to be obtained.
3. Electrical plan check and permit may be required for exit path illumination.

**Annual Entertainment Permit Application**

(Print all information in blue or black ink)

**Application Instructions**

Complete the application and all accompanying forms legibly in black or dark blue ink. Forms completed in pencil will be returned. All authorized individuals must sign and date the forms, where applicable. Incomplete applications will not be accepted.

Submit your application along with the non-refundable application fee in person to the City of Long Beach Business License Division, 411 W. Ocean Blvd., 2<sup>nd</sup> Floor, Long Beach, CA 90802. Applications will be accepted Monday through Friday from 7:30 a.m. to 4:00 p.m.

| Type of Entertainment Permit          | Application Fees (Total) |
|---------------------------------------|--------------------------|
| Entertainment with/without Dancing    | \$1,504.45               |
| Pool/Billiard Hall (3 or more tables) | \$1,654.45               |
| Entertainment Retail Business         | \$793.45                 |
| Temporary Entertainment Permit        | \$415                    |

The application will be reviewed by Business License, Planning, Building, Fire, Health, and PD. After the departments have reviewed, a City Council hearing will be held. For the complete application process, visit [www.longbeach.gov/entertainmentpermit](http://www.longbeach.gov/entertainmentpermit).

**Section A – Entertainment Type**

|  |  |
|--|--|
| <input type="checkbox"/> Entertainment with Dancing (Bar)        | <input type="checkbox"/> Entertainment without Dancing (Bar)                   |
| <input type="checkbox"/> Entertainment with Dancing (Restaurant) | <input checked="" type="checkbox"/> Entertainment without Dancing (Restaurant) |
| <input type="checkbox"/> Entertainment (Retail)                  | <input type="checkbox"/> Social Club   |
| <input type="checkbox"/> Pool/Billiard Hall                      | <input type="checkbox"/> Other _____   |

**Section B – Business Information**

|  |   |  |
|--|---|--|
| <input type="checkbox"/> Corporation         | <input checked="" type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership (LLP)        | <input type="checkbox"/> Sole Proprietorship |

APPLICANT NAME (LEGAL OWNERSHIP STRUCTURE):  
SPFISH LB, LLC

|   |   |
|---|---|
| BUSINESS NAME (DBA):<br>San Pedro Fish Market on Alamitos Bay | PLACE AND DATE OF FILING OF DBA:<br>LA County Register-Recorder/County Clerk - Feb 20, 2012 |
|---|---|

BUSINESS SITE ADDRESS:  
6550 E Marina Dr, Long Beach, CA 90803

|   |  |
|---|--|
| TAXPAYER IDENTIFICATION NUMBER:<br>[REDACTED]   | SECRETARY OF STATE REGISTRATION ENTITY ID (IF APPLICABLE):<br>201729110280 |
| TYPE: <input type="checkbox"/> SSN/ITIN <input type="checkbox"/> EIN <input type="checkbox"/> NIN |  |

|  |  |
|--|--|
| APPLICANT/BUSINESS PHONE:<br>(310) 832-4251 x211 | APPLICANT/BUSINESS EMAIL ADDRESS:<br>mike@sanpedrofish.com |
|--|--|

MAILING ADDRESS:  
2500 Via Cabrillo Marina, Ste 200 / San Pedro, CA 90731

| Section C – Owner(s) Information        |                               |
|---|-------------------------------|
| LAST NAME: Michael                      | FIRST NAME: Ungaro            |
| HOME ADDRESS: [REDACTED]                |                               |
| PHONE: [REDACTED]                       | EMAIL: mike@sanpedrofish.com  |
| BUSINESS TITLE: CEO                     | PERCENTAGE OWNED: 16.77%      |
| DATE OF BIRTH: [REDACTED]               | PLACE OF BIRTH: [REDACTED]    |
| GOVERNMENT ISSUED ID NUMBER: [REDACTED] | ISSUING STATE: California     |
|   |                               |
| LAST NAME: Amalfitano Sr.               | FIRST NAME: Thomas            |
| HOME ADDRESS: [REDACTED]                |                               |
| PHONE: [REDACTED]                       | EMAIL: tommy@sanpedrofish.com |
| BUSINESS TITLE: President               | PERCENTAGE OWNED: 83.23%      |
| DATE OF BIRTH: [REDACTED]               | PLACE OF BIRTH: [REDACTED]    |
| GOVERNMENT ISSUED ID NUMBER: [REDACTED] | ISSUING STATE: California     |
|   |                               |
| LAST NAME:                              | FIRST NAME:                   |
| HOME ADDRESS:                           |                               |
| PHONE:                                  | EMAIL:                        |
| BUSINESS TITLE:                         | PERCENTAGE OWNED:             |
| DATE OF BIRTH:                          | PLACE OF BIRTH:               |
| GOVERNMENT ISSUED ID NUMBER:            | ISSUING STATE:                |
|   |                               |
| LAST NAME:                              | FIRST NAME:                   |
| HOME ADDRESS:                           |                               |
| PHONE:                                  | EMAIL:                        |
| BUSINESS TITLE:                         | PERCENTAGE OWNED:             |
| DATE OF BIRTH:                          | PLACE OF BIRTH:               |
| GOVERNMENT ISSUED ID NUMBER:            | ISSUING STATE:                |

\*Attach additional pages if necessary



**Section D – Agent for Service of Process**  
(Not required for sole owners or partnerships)

|                                 |   |
|---------------------------------|---|
| LEGAL LAST NAME: <b>Zeigler</b> | LEGAL FIRST NAME: <b>Demitrius</b>        |
| MAILING ADDRESS: [REDACTED]     |   |
| STATE: [REDACTED]               | CITY: [REDACTED]                          |
| PHONE NUMBER: [REDACTED]        | EMAIL ADDRESS: <b>DZeigler@GCI-LA.com</b> |

| Section E – Owner Disclosures  | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| 1. Has any owner ever been convicted of a misdemeanor involving moral turpitude, or entered into a plea of guilty or nolo contendere to, any felony in the United States or a foreign country within the past 5 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any owner ever had a City of Long Beach license suspended or revoked?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Has any owner ever been denied a business license by the City of Long Beach?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you answered "Yes" to any of the questions above, please provide a written statement detailing the date(s) and circumstances of such convictions, pleas of guilty or nolo contendere, sanctions, fines, denials, suspensions, or revocations, including, but not limited to, specific offenses and/or violations, agency involved, name of any business names, and account numbers.

| Section F – Property Information  |
|---|
| Is the business located in the Downtown Dining and Entertainment District (DDED)**?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| **If yes, there may be additional requirements your business must meet in order to obtain an entertainment permit. For a map of the DDED boundaries and the DDED requirements, please see <b>Attachment A</b> . |
| Is the location: Owned? <input type="checkbox"/> Rented/Leased? <input checked="" type="checkbox"/>   |
| If rented/leased, state the name and contact information of the property owner(s) below.  |
| PROPERTY OWNER NAME: <b>CITY OF LONG BEACH</b>  |
| PROPERTY OWNER PHONE: [REDACTED]  |
| PROPERTY OWNER EMAIL ADDRESS: [REDACTED]  |

**Section G – General Operating Conditions**

Note: Attach additional pages if necessary

**Alcohol/Food/Additional Businesses**

1. Will liquor be sold on the premises?  Yes  No

If yes, complete the following for each license you hold:

| License Type              | Alcohol Beverage Control License No. | Premises Type<br>(Club, restaurant, or commercial store) |
|---------------------------|--------------------------------------|--|
| On sale beer              | _____                                | _____  |
| On sale beer and wine     | _____                                | _____  |
| On sale distilled spirits | _____                                | <b>Restaurant</b>  |

2. Is food being sold on the premises?  Yes  No

a. If yes, list types of food sold: Gourmet seafood specialties

3. Is a bonafide-eating place provided on the premises?  Yes  No

(Bonafide eating place means a place which is regularly used for serving meals for compensation, which has suitable kitchen facilities containing conveniences for cooking an assortment of foods for ordinary meals other than fast foods, sandwiches or salads. The kitchen must contain proper refrigeration for food and must comply with all applicable regulations of the Health and Human Services Department.)

4. Are non-alcoholic beverages sold?  Yes  No

5. How many tables for seating? TBD - approximately 30

6. Are other types of businesses conducted on the premises?  Yes  No

a. If yes, list type(s): \_\_\_\_\_

7. Are pool tables provided?  Yes  No

a. If yes, indicate how many: \_\_\_\_\_

b. If yes, license number for pool tables: \_\_\_\_\_

8. Are amusement machines or jukeboxes provided?  Yes  No

a. If yes, indicate how many: \_\_\_\_\_ Amusement machines \_\_\_\_\_ Jukeboxes

b. If yes, decal number(s): \_\_\_\_\_

9. Owner of the machines and/or jukeboxes:

Name: N/A Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

**Hours of Operation**

| Day           | Monday  | Tuesday | Wednesday | Thursday | Friday  | Saturday | Sunday  |
|---------------|---------|---------|-----------|----------|---------|----------|---------|
| Open (AM/PM)  | 11:00AM | 11:00AM | 11:00AM   | 11:00AM  | 11:00AM | 11:00AM  | 11:00AM |
| Close (AM/PM) | 12:00AM | 12:00AM | 12:00AM   | 12:00AM  | 12:00AM | 12:00AM  | 12:00AM |

**Admission and/or Membership Fees**

10. Will minors be allowed on the premises?  Yes  No
11. Will the premises be open to the general public?  Yes  No
12. Will an admission fee be charged?  Yes  No  
 a. If yes, describe the fee schedule: \_\_\_\_\_
13. Is there a private area for exclusive use of members and their guests only?  Yes  No  
 a. If yes, types of membership fees: \_\_\_\_\_
14. Will guests of members pay an admission fee or other charges?  Yes  No  
 a. If yes, describe the fee schedule and other charges: \_\_\_\_\_

**Proximity of Businesses and Residences**

15. Are there surrounding businesses?  Yes  No  
 a. If yes, what type(s)? Nearby: yacht club, other restaurants, commercial businesses
16. Are there surrounding residences?  Yes  No  
 a. If yes, approximately how close: \_\_\_\_\_ feet

**Parking Facilities and Arrangements**

17. Is parking available?  Yes  No  
 a. If yes, how many parking spaces? 100+  
 b. If no, what is the street address of the off-premises parking facility?  
 \_\_\_\_\_
18. Days and hours parking facility will be available:

| Day           | Monday  | Tuesday | Wednesday | Thursday | Friday  | Saturday | Sunday  |
|---------------|---------|---------|-----------|----------|---------|----------|---------|
| Open (AM/PM)  | 12:00AM | 12:00AM | 12:00AM   | 12:00AM  | 12:00AM | 12:00AM  | 12:00AM |
| Close (AM/PM) | 11:59PM | 11:59PM | 11:59PM   | 11:59PM  | 11:59PM | 11:59PM  | 11:59PM |

**Security**

19. Will security guards be provided?     Yes     No

a. If yes, number of security guards: \_\_\_\_\_

20. Is there any other type of security provided?     Yes     No

a. If yes, describe type of security: Wide use of security/surveillance cameras both within, and at the exterior of the building \_\_\_\_\_

Days and hours security guards or other security will be provided (fill out completely):

| Day                | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|--------------------|--------|---------|-----------|----------|--------|----------|--------|
| Start Time (AM/PM) | N/A    |         |           |          |        |          |        |
| End Time (AM/PM)   | N/A    |         |           |          |        |          |        |

21. Will a private security firm be used?     Yes     No

a. If yes, provide the following information of the contracted security firm:

Name: \_\_\_\_\_ City Business License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Provide a list of all members with access to the surveillance camera system to be used:

Michael Ungaro, Josephine Trusela, Maria Galletti

Provide a detailed description of the security plan for the proposed business during the scheduled hours of entertainment (Attach additional pages if necessary):

[Please see attached Security Plan]

**Section H – Proposed Entertainment Activities & Schedule**

Entertainment - Restaurant  Entertainment – Tavern (bar)  Entertainment - Other

**Proposed Entertainment Activity:**

- Outdoor Entertainment?  Y  N
- Dancing by patrons, guests, customers, participants, attendees?  Y  N
- Dancing by performers?  Y  N
- Live music by more than two (2) performers?  Y  N
- Amplified music (live)?  Y  N
- Amplified music (recorded)?  Y  N
- Disc Jockey?  Y  N
- Karaoke?  Y  N
- Adult Entertainment as defined by LBMC Section 21.15.110?  Y  N
- Adult Entertainment as defined by LBMC Section 5.72.115 (B)?  Y  N
- Will the establishment serve as a family pool/billiard hall as provided in Section 5.69.090 of the LBMC?  Y  N
- Any other type of entertainment not listed above?  Y  N

If yes, briefly describe the entertainment activity: Live music and/or DJ for customer enjoyment

Describe entertainment by performers: Musical presentation (singing, instrumentation)

Dance Floor?  Yes  No                      Stage?  Yes  No  
 If yes, provide dimensions of dance floor L \_\_\_\_\_ x W \_\_\_\_\_ = \_\_\_\_\_ sq ft  
 If yes, provide dimensions of stage L \_\_\_\_\_ x W \_\_\_\_\_ = \_\_\_\_\_ sq ft

Describe floor material and surface type: \_\_\_\_\_

**Proposed Entertainment Schedule:**

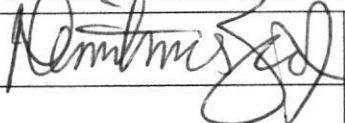
Please provide the days and times of the week that you would like to have entertainment at your establishment. Please fill out completely. If you do not wish to have entertainment on a certain day, mark N/A.

| Day                | Monday  | Tuesday | Wednesday | Thursday | Friday  | Saturday | Sunday  |
|--------------------|---------|---------|-----------|----------|---------|----------|---------|
| Start Time (AM/PM) | 5:00PM  | 5:00PM  | 5:00PM    | 5:00PM   | 5:00PM  | 5:00PM   | 5:00PM  |
| End Time (AM/PM)   | 11:30PM | 11:30PM | 11:30PM   | 11:30PM  | 11:30PM | 11:30PM  | 11:30PM |

**Section I – Declarations**

1. I hereby declare that I am authorized to submit this application on behalf of the entity listed on the application because I am an owner of the entity or because I have authority from the owner.
2. I acknowledge that any false, misleading, or fraudulent statement of material fact in this application by an agent of an owner, or an owner, will be held against the owner and is grounds for denial of this application, or suspension or revocation of the license and permit associated with this application.
3. I hereby declare that I have read and understand all the laws, rules and regulations, and policies and procedures associated with my application; and that I fully understand the nature, meaning, and content of such laws, rules, and policies. I warrant and represent that I will abide by such laws, rules, and policies during the application process after my license is issued by the City.
4. I hereby declare that I have conducted my own research and investigation regarding the compliance of my proposed location with state and local laws, including, but not limited to, location requirements, zoning regulations, and address requirements. I further declare that the proposed location of the entertainment permit fully complies with applicable state and local law.
5. I acknowledge that any promise, representation, or any other statement made to me by any agent or employee of the City that is not contained within this application is null, void, and unenforceable and that I am not relying on any such promise, representation, or statement.
6. I acknowledge the City will review this application for compliance with applicable laws, regulations, and ordinances, and that my application may be denied as allowed by laws, rule, or policies of the City.
7. I acknowledge that this application does not confer an entitlement or a vested right to receive a license and/or permit, and I acknowledge that I must qualify for, and obtain, a license or license status that I am seeking prior to operating or otherwise claiming that I have any such right to a license or to operate.
8. I hereby declare that I have read this acknowledgement and advisement, that I have had the opportunity to consult with, and be represented by, legal counsel of my own choice prior to the execution and submission of this application, and that I am knowingly and voluntarily submitting my application in compliance with this acknowledgement and advisement and all applicable laws.
9. I acknowledge that I am jointly and severally liable for any and all taxes, fees, and charges associated with the license.
10. I hereby declare the information contained within and attached to this application is complete, true, and accurate. I understand any false, misleading or fraudulent statement of material fact is cause for rejection of this application, denial of the license, or revocation of an issued license.
11. I consent for the City of Long Beach, by and through its appropriate officers, agents, and employees to verify and confirm the information contained in this application, and to conduct such other investigations as may be reasonably required by the City of Long Beach, its officers, agents, and employees for the purpose of determining the capability, fitness, and capacity of the applicant to obtain the entertainment permit.

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

|                                      |   |                            |
|--------------------------------------|---|----------------------------|
| Print Name: <b>Demitrius Zeigler</b> | Signature:  | Date: <b>March 4, 2022</b> |
| Print Name:                          | Signature:  | Date:                      |
| Print Name:                          | Signature:  | Date:                      |



## ENTERTAINMENT PERMIT FEES

(Updated March 11, 2020)

### **MANDATORY FEES PRIOR TO COUNCIL APPROVAL**

(Non-refundable fees due at time of application submittal)

|  |            |
|--|------------|
| Zoning Review  | \$33.00    |
| Development Services Review  | \$23.30    |
| Fire Department (Fees determined at time of application)           | \$180.00   |
| Pool/Billiard Hall (three (3) tables or more) – Investigation Fees | \$1,565.00 |
| Entertainment Without Dancing – Investigation Fees                 | \$1,410.00 |
| Entertainment With Dancing – Investigation Fees                    | \$1,410.00 |
| Entertainment Retail Business – Investigation Fees                 | \$672.00   |
| Mailing Labels   | \$90.00    |
| Mailing Labels – Each  | \$4.60     |

### **Optional Temporary Permits Fees**

(Non-refundable fees due at time of application submittal)

|  |          |
|--|----------|
| Temporary Entertainment Permit Fee With Dancing    | \$431.00 |
| Temporary Entertainment Permit Fee Without Dancing | \$431.00 |
| Temporary Pool Hall Permit Fee                     | \$431.00 |

*(OPTIONAL – A City's discretion, valid for 90 days or terminated upon approval or denial of regular entertainment permit)*

### **MANDATORY FEES UPON CITY COUNCIL APPROVAL**

Upon City Council approval of Regular Entertainment Permit, owner must then pay annual regular Entertainment License and Regulatory Permit fees before permit is issued:

#### **Based License Tax**

|                               |          |
|-------------------------------|----------|
| Entertainment Permit Base Fee | \$390.69 |
| Entertainment Retail          | \$334.00 |
| + Per Employee                | \$20.29  |
| Pool Tables (per table)       | \$144.69 |

#### **Applicable Regulatory Fee**

|                                |            |
|--------------------------------|------------|
| Regulatory Fee Without Dancing | \$334.00   |
| Regulatory Fee With Dancing    | \$1,162.00 |
| Pool Hall                      | \$199.00   |



**CITY OF LONG BEACH**  
 DEPARTMENT OF FINANCIAL MANAGEMENT  
 BUSINESS SERVICES BUREAU  
 BUSINESS LICENSE SECTION



333 W. Ocean Boulevard, 4th Floor • Long Beach, CA 90802 • (562) 570-6211 FAX (562) 499-1097 • Email: LBBIZ@LongBeach.Gov

**PROPERTY OWNER CONSENT AND AUTHORIZATION  
 OF ENTERTAINMENT ACTIVITIES**

I, Marina Drive, Long Beach, LP, declare under penalty of perjury that:  
 (Name of Property Owner/ Authorized Representative)

1. I am the Property Owner of record, or the duly authorized representative of the Property Owner, for the real Property located at 6550 Marina Drive, Long Beach ("the Property").
2. The Property Owner acknowledges and consents to the business, SPFish LB, LLC, conducting the proposed Tenant Applicant (Corporation/LLC/Partnership/Sole Owner) entertainment activities as indicated on Page 7 of the City of Long Beach Annual Entertainment Permit Application at the Property.
3. No person shall engage in any entertainment activities on the proposed Property without all licenses and permits required by the Long Beach Municipal Code (LBMC) while an entertainment application is pending.
4. The City of Long Beach may enter the property to conduct inspections of the Property during the application process in order to thoroughly investigate whether an entertainment permit should be granted.
5. I have read, understand, and will ensure compliance with the terms of LBMC Chapter 5.72 ("Entertainment and Similar Activities"), as applicable. I further understand that as the legal owner of the property, I am responsible for any violation and nuisance activity which may occur at the above-mentioned property.

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

|   |  |                            |
|---|--|----------------------------|
| <br>(Signature of legal owner/ owner representative) | <u>Marina Drive, Long Beach, LP</u><br>by: <u>Marina Drive, Long Beach, LLC its GP</u><br><u>Michael Tumanian, Managing Member</u><br>(Printed Name & Title) | <u>3/10/22</u><br>(Date)   |
| <br>(Signature of legal owner/ owner representative) | <u>Johnny Vallejo/Acting Director</u><br><u>Economic Development, City of Long Beach</u><br>(Printed Name & Title)   | <u>5/16/2022</u><br>(Date) |
| _____<br>(Signature of legal owner/ owner representative)   | _____<br>(Printed Name & Title)  | _____<br>(Date)            |

**\*This authorization form will not be valid without notarization. The authorization form automatically expires upon sale or transfer of the property to a new legal owner. If sale or transfer of the property occurs prior to the applicant obtaining an entertainment permit, the applicant must resubmit this notarized form with approval of the new legal owner of the property.**



**This Page For Notary's Use**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE ' 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

On MARCH 10, 2022 before me, ANDI B. CHI WOO, NOTARY PUBLIC  
*Here Insert Name and Title of the Officer*

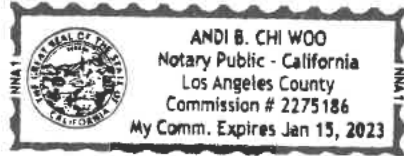
Personally appeared MICHAEL TUMANJAN  
*Name(s) of Signer(s)*

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
*Signature of Notary Public*



*Place Notary Seal Above*

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

SELLER'S PERMIT

April 15, 2019

ACCOUNT NUMBER



Office of Control:  
Cerritos Office

SPFISH LB, LLC  
6550 E MARINA DR  
LONG BEACH CA 90803-4607

**NOTICE TO PERMITTEE:**  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS

*Not valid at any other address*

For general tax questions, please call our Customer Service Center at 1-800-400-7116 (TTY:711).  
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

CDTFA-442-R REV 18 (5-18)

**A MESSAGE TO OUR NEW PERMIT HOLDER**

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov)
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7116 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

California Department of Tax and Fee Administration

Business Tax and Fee Division

CDTFA  
SPFishLB  
6550 Marina Dr



**Secretary of State  
Articles of Organization  
Limited Liability Company (LLC)**

LLC-1

201729110280

**IMPORTANT** — Read instructions before completing this form.

**Filing Fee** - \$70.00

**Copy Fees** - First page \$1.00; each attachment page \$0.50;  
Certification Fee - \$5.00

**Note:** LLCs may have to pay minimum \$800 tax to the California Franchise Tax Board each year. For more information, go to <https://www.ftb.ca.gov>.

**FILED** *PS1*  
Secretary of State  
State of California

OCT 18 2017 *JTM*

*ICC*  
This Space For Office Use Only

**1. Limited Liability Company Name** (See instructions — Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not included.)

SPFish LB, LLC

**2. Business Addresses**

|  |                         |       |          |
|--|-------------------------|-------|----------|
| a. Initial Street Address of Designated Office in California - Do not enter a P.O. Box | City (no abbreviations) | State | Zip Code |
| 5500 E 2nd St #7B  | Long Beach              | CA    | 90803    |
| b. Initial Mailing Address of LLC, if different than item 2a                           | City (no abbreviations) | State | Zip Code |
|  |                         |       |          |

**3. Service of Process** (Must provide either individual OR Corporation.)

**INDIVIDUAL** — Complete items 3a and 3b only. Must include agent's full name and California street address.

|   |                         |           |          |
|---|-------------------------|-----------|----------|
| a. California Agent's First Name (if agent is not a corporation)            | Middle Name             | Last Name | Suffix   |
| Michael   |                         | Ungaro    |          |
| b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box | City (no abbreviations) | State     | Zip Code |
| 5500 E 2nd St #7B   | Long Beach              | CA        | 90803    |

**CORPORATION** — Complete item 3c. Only include the name of the registered agent Corporation.

|   |
|---|
| c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete item 3a or 3b |
|   |

**4. Management** (Select only one box)

The LLC will be managed by:

One Manager     More than One Manager     All LLC Member(s)

**5. Purpose Statement** (Do not alter Purpose Statement)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. The information contained herein, including in any attachments, is true and correct.

Organizer sign here

LLC-1 (REV 04/2017)

Derek Early

Print your name here



**Secretary of State**  
**Statement of No Change**  
 (Limited Liability Company)

**LLC-12NC**

21-D89853

**FILED**

In the office of the Secretary of State  
 of the State of California

AUG 01, 2021

*This Space For Office Use Only*

**IMPORTANT** — [Read instructions](#) before completing this form. This form may be used only if a complete Statement of Information has been filed previously and there has been no change.

**Filing Fee** – \$20.00

**Copy Fee** – \$1.00;  
 Certification Fee - \$5.00 plus copy fee

**1. Limited Liability Company Name** (Enter the **exact** name of the LLC as it is recorded with the California Secretary of State. Note: If you registered in California using an alternate name, [see instructions](#).)

SPFISH LB, LLC

**2. 12-Digit Secretary of State File Number**



**3. State, Foreign Country or Place of Organization** (only if formed outside of California)

CALIFORNIA

**4. No Change Statement** (Do not alter the No Change Statement. If there has been any change, please complete a Statement of Information (Form LLC-12).)

*There has been no change in any of the information contained in the previous complete Statement of Information filed with the California Secretary of State.*

**5.** The information contained herein is true and correct.

08/01/2021

Michael Ungaro Thomas Ungaro

CEO

Date

Type or Print Name of Person Completing the Form

Title

Signature

**Return Address (Optional)** (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document, enter the name of a person or company and the mailing address. This information will become public when filed. [\(SEE INSTRUCTIONS BEFORE COMPLETING.\)](#))

Name: [ ]

Company:

Address:

City/State/Zip: [ ]

YOUR RETURN MAILING ADDRESS

NAME: DANIELLA FIORENTINI  
 ADDRESS: 40 PACIFICA, SUITE 1500  
 CITY: IRVINE STATE: CA ZIP CODE: 92618

2018 041134



FILED EXPIRES  
 Feb 20 2018 Feb 20 2023

Dean C. Logan, Registrar - Recorder/County Clerk

Electronically signed by HELEN T BOTO

**FICTITIOUS BUSINESS NAME STATEMENT**

TYPE OF FILING AND FILING FEE (Check one)

- Original- \$26.00 (FOR ORIGINAL FILING WITH ONE BUSINESS NAME ON STATEMENT)
  - New (Amended) Filing- \$26.00 (CHANGES IN FACTS FROM ORIGINAL FILING- REQUIRES PUBLICATION)
  - Refile- \$26.00 (NO CHANGES IN THE FACTS FROM ORIGINAL FILING)
- \$5.00- FOR EACH ADDITIONAL BUSINESS NAME FILED ON SAME STATEMENT, DOING BUSINESS AT THE SAME LOCATION \$5.00- FOR EACH ADDITIONAL OWNER IN EXCESS OF ONE OWNER

The following person(s) is (are) doing business as:

\*1. San Pedro Fish Market on Alamitos Bay 2.  
 Print Fictitious Business Name(s)  
 \*\* 5500 E 2ND STREET, #7B 5500 E 2ND STREET, #7B  
 Street address of principal place of business Mailing address if different  
 LONG BEACH CA 90803 LOS ANGELES LONG BEACH CA 90803  
 City State Zip COUNTY City State Zip  
 Articles of Incorporation or Organization Number (if applicable): AI #/ON 201729110280

\*\*\* REGISTERED OWNER(S):

1. SPFISH LB, LLC 2.  
 Full Name/Corp/LLC (P.O. Box not accepted) Full Name/Corp/LLC (P.O. Box not accepted)  
 5500 E 2ND STREET, #7B  
 Residence Address Residence Address  
 LONG BEACH CA 90803  
 City State Zip City State Zip  
 CALIFORNIA  
 If Corporation or LLC - Print State of Incorporation/Organization If Corporation or LLC - Print State of Incorporation/Organization

3. 4.  
 Full Name/Corp/LLC (P.O. Box not accepted) Full Name/Corp/LLC (P.O. Box not accepted)  
 Residence Address Residence Address  
 City State Zip City State Zip  
 If Corporation or LLC - Print State of Incorporation/Organization If Corporation or LLC - Print State of Incorporation/Organization

IF MORE THAN FOUR REGISTRANTS, ATTACH ADDITIONAL SHEET SHOWING OWNER INFORMATION

\*\*\*\* THIS BUSINESS IS CONDUCTED BY: (Check one)

- an Individual  a General Partnership  a Limited Partnership  a Limited Liability Company
- an Unincorporated Association other than a Partnership  a Corporation  a Trust  Copartners
- a Married Couple  Joint Venture  State or Local Registered Domestic Partners  a Limited Liability Partnership

\*\*\*\* The date registrant commenced to transact business under the fictitious business name or names listed above on Not Applicable  
 (Insert N/A above if you haven't started to transact business)

I declare that all information in this statement is true and correct.

(A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions Code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000)).

REGISTRANT/CORP/LLC NAME (PRINT) SPFISH LB, LLC TITLE MANAGER  
 REGISTRANT SIGNATURE [Signature] IF CORP OR LLC, PRINT NAME MICHAEL UNCASPO

If corporation, also print corporate title of officer. If LLC, also print title of officer or manager.

This statement was filed with the County Clerk of LOS ANGELES on the date indicated by the filed stamp in the upper right corner.  
 NOTICE -- IN ACCORDANCE WITH SUBDIVISION (a) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (b) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION. EFFECTIVE JANUARY 1, 2014, THE FICTITIOUS BUSINESS NAME STATEMENT MUST BE ACCOMPANIED BY THE AFFIDAVIT OF IDENTITY FORM.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

DEAN C. LOGAN, LOS ANGELES COUNTY CLERK

BY: H. SOTO, Deputy

**RULE 64(b) REQUEST**

Applicant: SP Fish LB, LLC

Premises Address: 6550 E Marina Dr., Long Beach, CA 90803

Transferor: Crab Addison, Inc.

Transferor's License #. 482989 --

Escrow Number: # N/A

To the Department of Alcoholic Beverage Control:

This is addressed to the Department at the request of the undersigned Applicant(s) and Transferor(s) that the subject ABC License applied for under Section 24044 of the ABC Act be issued pursuant to Rule 64(b) of the Department Rules, and the notice or advisement thereto be directed to:

Escrow Holder: N/A  
Address: N/A

Escrow Officer: N/A

~~This Applicant acknowledges that following the transfer of the ABC License, it is the Licensees responsibility to:~~

- a) Place the License in use at the approved premises on or before the approved expected completion date of construction, or such extended date, if any, as the Department, in its discretion, may grant.
- b) Pay to the Department any annual renewal fee when due whether or not the License has been placed in use at said premises.
- c) That in the event the licensee fails, without good cause, to place the License in use as intended, a subsequent application will be allowed only at the discretion of the Department.

In making this petition to have the License issued, the Applicant further states that he/she is fully prepared to effect the completion of the applied for premises and use the License not later than the approved expected completion date, or such approved extended date and agrees that if anything beyond the control of the Licensees prevents the foregoing, the Licensee will not enter into any agreement to sell the License for an amount greater than was paid for said License.

TRANSFEROR (S)  
Crab Addison, Inc.

APPLICANT (S)  
SP Fish LB, LLC

BY: 

BY: \_\_\_\_\_

BY: Brad Leist

BY: \_\_\_\_\_

DATE: 12/5/18

DATE: \_\_\_\_\_

# RENEWAL INSTRUCTIONS

PLEASE KEEP THE LOWER PORTION OF THIS RENEWAL FORM FOR YOUR RECORDS AND RETURN THE REMAINDER IN THE ENCLOSED ENVELOPE WITH THE TOTAL AMOUNT DUE.

A new license will be sent to you within 4 to 6 weeks after the expiration date on your license, if payment is timely. The new license must be posted on the premises in a conspicuous place and will replace any previous license.

PLEASE VERIFY THE FOLLOWING INFORMATION AND MAKE CORRECTIONS, IF NEEDED

Has your business name changed?  YES  NO

DBA \_\_\_\_\_

Is your mailing address correct below?  YES  NO

CHANGE OF MAILING ADDRESS

If the answer is no, please complete the change of mailing address section.

|        |       |     |
|--------|-------|-----|
| STREET |       |     |
| CITY   | STATE | ZIP |

**RENEWAL FEES RECEIVED OR POSTMARKED AFTER SEP 30, 2019  
 WILL REQUIRE A PENALTY FEE OF \$558.00 IN ADDITION TO THE  
 RENEWAL FEE. THERE WILL BE NO GRACE PERIOD ON DUE DATES.**

IF YOU DO NOT INTEND TO RENEW, PLEASE INDICATE BY CHECKING THE APPROPRIATE BOX AND SIGN THIS FORM WHERE INDICATED.

I DO NOT INTEND TO RENEW MY:  LICENSE TYPE \_\_\_\_\_  CATERER'S PERMIT  DUPLICATE

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DAYTIME PHONE NO. \_\_\_\_\_

| TYPE | QTY  | DESCRIPTION                  | RENEWAL     | LESS CREDIT | TOTAL DUE   |
|------|------|------------------------------|-------------|-------------|-------------|
| 47   | M    | ON-SALE GENERAL EATING PLACE | \$ 1,010.00 | \$ 0.00     | \$ 1,010.00 |
| 77   | -001 | EVENT PERMIT                 | \$ 146.00   | \$ 0.00     | \$ 146.00   |

## LICENSE NO. 482989

CRAB ADDISON INC  
 DBA: JOES CRAB SHACK  
 6550 E MARINA DR  
 LONG BEACH, CA 90803-4607

**PAY THIS AMOUNT \$ 1,156.00**

**RENEWAL FEES RECEIVED OR POSTMARKED AFTER SEP 30, 2019  
 WILL REQUIRE A PENALTY FEE OF \$558.00 IN ADDITION TO THE RENEWAL  
 FEE. THERE WILL BE NO GRACE PERIOD ON DUE DATES.**

(PREMISE ADDRESS)

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
 3927 LENNANE DR, SUITE 100  
 SACRAMENTO, CA 95834

**PAY BY: SEP 30, 2019**

OPERATING PERIOD: OCT 01, 2019 THRU SEP 30, 2020

**RETURN THIS PORTION WITH YOUR PAYMENT**  
 MAKE CHECK PAYABLE TO THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL

TEAR HERE

UNLESS THE BOX ABOVE IS CHECKED TO NON RENEW, ALL LICENSE TYPES WILL GO INTO PENALTY IF AMOUNT DUE IS NOT PAID IN FULL.

| TYPE | QTY  | DESCRIPTION                  | RENEWAL     | LESS CREDIT | TOTAL DUE   |
|------|------|------------------------------|-------------|-------------|-------------|
| 47   | M    | ON-SALE GENERAL EATING PLACE | \$ 1,010.00 | \$ 0.00     | \$ 1,010.00 |
| 77   | -001 | EVENT PERMIT                 | \$ 146.00   | \$ 0.00     | \$ 146.00   |

OPERATING PERIOD: OCT 01, 2019 THRU SEP 30, 2020

GEO CODE 1932-03 CRAB ADDISON INC

LICENSE NO. 482989 6550 E MARINA DR  
 LONG BEACH, CA 90803-4607

**PAY THIS AMOUNT \$ 1,156.00**

MAILING ADDRESS ON FILE

JOES CRAB SHACK  
 CRAB ADDISON INC  
 1510 WEST LOOP SOUTH, LANDRY'S INC. ATTN:  
 LICENSING DEPT  
 HOUSTON, TX 77027-9505

**RENEWAL FEES RECEIVED OR POSTMARKED AFTER  
 SEP 30, 2019  
 WILL REQUIRE A PENALTY FEE OF \$558.00  
 IN ADDITION TO THE RENEWAL FEE. NO GRACE PERIOD**

IF THERE HAVE BEEN ANY CHANGES IN OWNERSHIP OR CONTROL, SUCH AS ADDING OR DROPPING A PARTNER, OR ANY CHANGE IN CORPORATE STRUCTURE, PLEASE CONTACT YOUR LOCAL ABC OFFICE AT:

3950 PARAMOUNT BLVD, STE 250  
 LAKEWOOD, CA 90712  
 (562) 982-1337

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite, 100  
Sacramento, CA 95834  
(916) 419-2500



**LICENSE FEE INFORMATION 2019**

California alcoholic beverage license fees remain among the lowest in the country. Services provided by the California Department of Alcoholic Beverage (ABC) are funded solely by these fees. This notice for your ABC license renewal contains slightly higher fees as authorized by the Business and Professions Code.

Effective January 1, 2019, ABC license fees will increase slightly to help cover the Department's ongoing costs to provide essential enforcement and licensing services. These fees will increase by 2.93%.

In addition to the ABC license fee, a surcharge is collected annually to support the California Highway Patrol's Designated Driver Program. As a result of recent legislation, this annual surcharge has been increased from \$5 to \$10.



## SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement (“Agreement”) is dated for reference purposes October 19, 2017 (“Closing Date”) by and between KRG JCS, LLC, a Nevada limited liability company (“Seller”) and SPFish LB, LLC, a California limited liability company (“Buyer”). The date of mutual execution of the Agreement by Buyer and Seller is the “Effective Date.”

The parties hereby agree as follows:

1. Sale and Purchase of Assets. Subject to the terms and conditions in this Agreement, Seller hereby agrees to sell, assign, transfer, convey, and deliver to Buyer and Buyer hereby agrees to purchase, all of Seller’s right, title and interest in and to the Seller’s furniture, fixtures and equipment (including all associated manuals, service and maintenance records to the extent in Seller’s actual current possession, and warranties as well as the combination, keys, or other means to access the safe) related to the Joe’s Crab Shack at 6550 Marina Drive, Long Beach, California (collectively “Assets”). A general description of the Assets is attached hereto as Exhibit A. On the Closing Date, the Assets will be located, and Seller shall deliver the Assets to Buyer, at 6550 Marina Drive, Long Beach, California. On the Closing Date, Seller shall deliver a duly executed Bill of Sale in for the attached hereto as Exhibit C to Buyer. The risk of loss of any of the Assets will remain with Seller until the closing of the sale of the Assets from Seller to Buyer under this Agreement (“Closing”).

2. Purchase Price and Payment. In consideration for the sale and transfer of said Assets, Buyer hereby agrees to pay the sum of Thirty-One Thousand Five Hundred Dollars (\$31,500.00) (“Purchase Price”) on the Closing Date via wire transfer to Seller. Seller’s wire instructions are set forth in Exhibit B attached hereto.

3. Taxes. Personal property taxes associated with the Assets that are imposed on a periodic basis and are payable for a tax period that includes (but does not end on) the Closing Date will be prorated as of the Closing Date, and Seller will bear the proportion of, and will have the sole responsibility for, those taxes equal to a fraction, the numerator of which is equal to the number of days that will have elapsed from the beginning of the applicable tax period to the Closing Date and the denominator of which is the number of days in the entire applicable tax period and Buyer will bear the proportion of, and will have the sole responsibility for, those taxes equal to a fraction, the numerator of which is equal to the number of days that will have elapsed from the Closing Date to the last day of the applicable tax period and the denominator of which is the number of days in the entire applicable tax period. If the tax statement or appropriate information for the applicable tax year is initially sent to Seller, then Seller shall promptly forward that statement to Buyer. Buyer and Seller will each be responsible for one-half of the sales taxes related to the sale of the Assets under this Agreement, and Buyer shall remit its share of those sales taxes to Seller within thirty (30) days after written demand by Seller, which demand must be accompanied by reasonable supporting documentation. Seller shall timely prepare and file all tax returns that are required in connection with the sale of the Assets under this Agreement and timely pay all taxes associated with that transaction. The parties shall cooperate in good faith regarding the filing of all tax returns and the payment of all taxes that are required in connection with the sale of the Assets under this Agreement.

4. Seller's Representations, Warranties, and Covenants. Seller represents, warrants, and covenants to Buyer as follows as of the Effective Date and the Closing Date:

4.1 Authority. Seller has the power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary action by Seller's manager(s) and member(s). This Agreement has been duly executed and delivered by Seller. This Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally or the availability of equitable remedies.

4.2 Title. Seller now holds, and on the Closing Date will hold, good, valid, indefeasible, and marketable title to all of the Assets, free and clear of any claims, exceptions to title, liens, mortgages, charges, and encumbrances of any kind, nature, and description.

4.3 No Bulk Sale. The sale of the Assets by Seller under this Agreement does not constitute a sale of more than half the Seller's inventory and equipment.

4.4 Disclaimer of Other Representations and Warranties. Except with respect to the warranties and representations specifically set forth in this Section 4, neither Seller nor its representatives, nor any of their affiliates, agents, or employees has made any warranty or representation, express or implied, whether of merchantability, suitability or fitness for a particular purpose, or quality as to the Assets, or any part thereof, or as to the condition or workmanship thereof, or the absence of any defects therein, whether latent or patent, or to any other matter.

5. Buyer's Representations, Warranties, and Covenants. Buyer represents and warrants that it has full authority and approval to enter into this Agreement and to effect all of the transactions contemplated to be performed by Buyer in this Agreement, and covenants that it will make all payments and perform all such actions as required of it by this Agreement.

6. Indemnity.

6.1 By Seller. Seller shall defend, indemnify, and hold harmless Buyer and Buyer's officers, directors, employees, partners, owners, managers, attorneys, affiliates, predecessors, successors, and assigns from, against any and all claims, causes of action, costs, expenses, liabilities, losses, damages, injunctions, lawsuits, actions, fines, penalties, judgments, settlements, demands, and fees (including attorney's fees) of every kind or nature, whether known or unknown, fixed or contingent, arising out of or relating to: (i) Seller's ownership, use, non-use, or operation of the Assets before the Closing; (ii) any breach, misrepresentation or inaccuracy of any representation or warranty made by Seller under this Agreement; or (iii) any breach by Seller of any of its covenants or agreements contained in this Agreement.

6.2 By Buyer. Buyer shall defend, indemnify, and hold harmless Seller and Seller's officers, directors, employees, partners, owners, managers, attorneys, affiliates, predecessors, successors, and assigns from, against any and all claims, causes of action, costs, expenses, liabilities, losses, damages, injunctions, lawsuits, actions, fines, penalties, judgments,

settlements, demands, and fees (including attorney's fees) of every kind or nature, whether known or unknown, fixed or contingent, arising out of or relating to: (i) Buyer's ownership, use, non-use, or operation of the Assets after the Closing; (ii) any breach, misrepresentation or inaccuracy of any representation or warranty made by Buyer under this Agreement; or (iii) any breach by Buyer of any of its covenants or agreements contained in this Agreement.

7. Further Assurances. Each party shall execute and deliver all other documents and take all other actions that may be reasonably necessary to carry out the transactions contemplated by this Agreement.

8. Notices. All notices or other communications shall be in writing and shall be personally delivered or, if mailed, sent to the following relevant address or to such other address as the recipient party may have indicated to the sending party in writing:

Seller: KRG JCS, LLC  
Attn: Legal Department  
12730 High Bluff Drive, Suite 250  
San Diego, CA 92130

Buyer: SPFish LB, LLC  
Michael Ungaro  
5500 E 2nd St #7B  
Long Beach, CA 90803

Any such notice shall be deemed given as of the date as personally delivered, sent by fax or mailed, if mailed by certified or registered mail, return receipt requested, or sent by FedEx, overnight mail, or a similar service.

9. Miscellaneous. Except as otherwise provided, this Agreement:

9.1 Construction. This Agreement and the exhibits to this Agreement have been negotiated and prepared jointly by all of the parties to this Agreement. All provisions of this Agreement are intended to survive the Closing. This Agreement is to be binding upon and inure to the benefit of each party's successors and permitted assigns. No party may assign any of its rights or obligations under this Agreement without the other party's prior written consent, except in connection with a change of control, merger, consolidation, recapitalization, or sale of substantially all of the assigning party's assets.

9.2 Counterparts. This Agreement may be executed in one or more counterparts, all of which when fully executed and delivered by all parties to this Agreement and taken together shall constitute a single agreement, binding against each of the parties. Signatures to this Agreement delivered by facsimile or electronic means, including by portable document format (.pdf), are to have the same force, validity, and effect as original signatures.

9.3 Entire Agreement. Neither party has made any promise, representation or warranty, express or implied, as to the accuracy or completeness of any information regarding it except as expressly set forth in this Agreement, and neither party has executed or authorized the

execution of this Agreement in reliance on any such promise, representation or warranty not expressly set forth herein. This Agreement shall be modified or amended only by a writing signed by each of the parties. This Agreement contains the parties' entire agreement regarding the subject matter of this Agreement, and supersedes all prior written or oral agreements and understandings between them regarding that subject matter.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

[Signature Page Follows]


IN WITNESS, the parties have executed this Agreement as of the Effective Date.

“Seller”

“Buyer”

KRG JCS, LLC

SPFish LB, LLC

By:   
Name: Greg Bowen  
Title: Authorized Signatory  
Date: 10/19/17

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A

Assets

Kitchen equipment  
Safe

Exhibit B

Wire Instructions

Key Bank

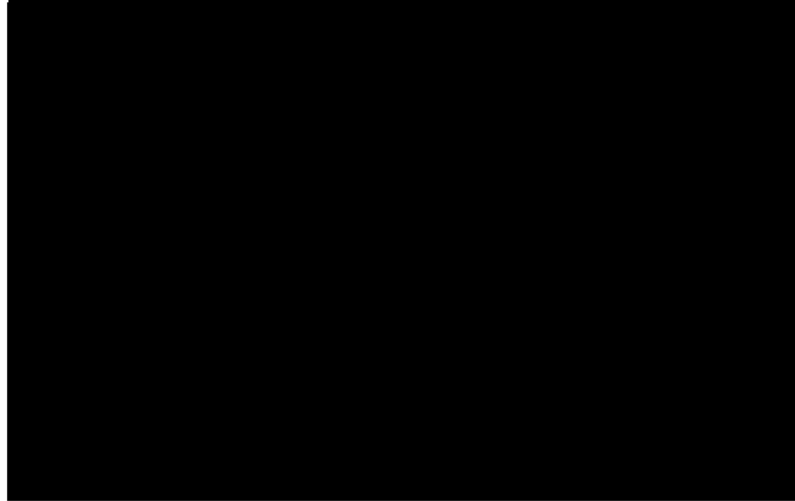


Exhibit C

Bill of Sale

Attached.



State of California  
**LICENSE TRANSFER REQUEST ("SIGN OFF")**

Department of Alcoholic Beverage Control

- This form is to be signed by transferors only.
- Read instructions before completing.
- All signatures must be notarized in accordance with laws of the State where signed.

|   |                             |
|---|-----------------------------|
| 1. DISTRICT OFFICE<br>Long Beach  | 2. LICENSE NUMBER<br>482989 |
| 3. TRANSACTION TYPE<br><input type="checkbox"/> Exchange <input type="checkbox"/> Premise to Premise Transfer<br><input checked="" type="checkbox"/> Person to Person Transfer <input type="checkbox"/> Other |                             |

|   |   |
|---|---|
| 4. LICENSEE'S NAME (Transferor/Seller)<br>KRG JCS, LLC                | 5. APPLICANT'S NAME (transferee/Buyer)<br>SP Fish LB, LLC |
| 6. EXISTING PREMISES ADDRESS<br>6550 Marina Dr., Long Beach, CA 90803 |   |
| 7. LICENSEE'S MAILING ADDRESS (Transferor/Seller)<br>[REDACTED]       | 8. LICENSEE'S PHONE NUMBER<br>[REDACTED]                  |

I hereby request surrender of my license under Section 24045.5(b) of the ABC Act so that a Temporary Permit may be issued to the transferee.

|  |                           |
|--|---------------------------|
| 9. SIGNATURE OF TRANSFEROR/SELLER FOR TEMPORARY PERMIT (only one signature required)<br><b>X</b> [Signature] | DATE SIGNED<br>3/16/18    |
| 10. RENEWAL DUE DATE   | 11. SURRENDER DATE        |
|  | 12. TEMP. EFFECTIVE DATE  |
|  | 13. TEMP. EXPIRATION DATE |

**TRANSFEROR'S CERTIFICATION**

Under penalty of perjury, each person whose signature appears below, certifies and says: (1) He is the licensee named in the foregoing transfer application, duly authorized to make this transfer application; (2) that he hereby makes application to surrender all interest in the license(s) described above and to transfer same to the applicant and/or location indicated on the upper portion of this form, if such transfer is approved by the Director; (3) that the transfer application or proposed transfer is not made to satisfy the payment of a loan or to fulfill an agreement entered into more than ninety days preceding the day on which the transfer application is filed with the Department or to gain or establish a preference to or for any creditor of transferor or to defraud or injure any creditor of transferor; (4) that the transfer application may be withdrawn by either the applicant or the licensee with no resulting liability to the Department.

**SOLE OWNER**

|   |                       |             |
|---|-----------------------|-------------|
| 14. SOLE OWNER'S PRINTED NAME (Last, first, middle) | SIGNATURE<br><b>X</b> | DATE SIGNED |
|---|-----------------------|-------------|

**PARTNERSHIP/LIMITED PARTNERSHIP (signatures of general partners only)**

|  |                       |             |
|--|-----------------------|-------------|
| 15. PARTNER'S PRINTED NAME (Last, first, middle) | SIGNATURE<br><b>X</b> | DATE SIGNED |
| PARTNER'S PRINTED NAME (Last, first, middle)     | SIGNATURE<br><b>X</b> | DATE SIGNED |
| PARTNER'S PRINTED NAME (Last, first, middle)     | SIGNATURE<br><b>X</b> | DATE SIGNED |

**CORPORATION**

|  |                       |             |
|--|-----------------------|-------------|
| 18. CORPORATE OFFICER'S PRINTED NAME (Last, first, middle)   | SIGNATURE<br><b>X</b> | DATE SIGNED |
| TITLE<br><input type="checkbox"/> President <input type="checkbox"/> Vice President <input type="checkbox"/> Chairman of the Board   |                       |             |
| CORPORATE OFFICER'S PRINTED NAME (Last, first, middle)   | SIGNATURE<br><b>X</b> | DATE SIGNED |
| TITLE<br><input type="checkbox"/> Secretary <input type="checkbox"/> Assistant Secretary <input type="checkbox"/> Chief Financial Officer <input type="checkbox"/> Assistant Treasurer |                       |             |

**LIMITED LIABILITY COMPANY**

|  |                                  |
|--|----------------------------------|
| 17. The limited liability company is member-run <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If no, complete Item #18 below) |                                  |
| 18. NAME OF DESIGNATED LLC MANAGER, MANAGING MEMBER OR DESIGNATED OFFICER (Last, first, middle)<br>Michael Kelly, Manager                            | ABC INITIALS/DATE (ABC use only) |
| 19. LLC MEMBER'S PRINTED NAME (Last, first, middle)  | DATE SIGNED<br>3/16/18           |
| LLC MEMBER'S PRINTED NAME (Last, first, middle)  | DATE SIGNED                      |

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of SAN DIEGO )

On March 16, 2018 before me, Kellie M. Verkest, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michael P. Kelly  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kellie Verkest  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



CALIFORNIA DEPARTMENT OF

# Alcoholic Beverage Control

**Report Date:** Saturday, March 05, 2022

## LICENSE INFORMATION

**License Number:** 593349 **Primary Owner:** SPFISH LB, LLC **Office of Application:**

03 - LB/LAKEWOOD

## BUSINESS NAME

SAN PEDRO FISH MARKET ON ALAMITOS BAY

## BUSINESS ADDRESS

6550 E MARINA DR , LONG BEACH, CA, 90803

**County:** LOS ANGELES **Census Tract:** 5776.04

## LICENSEE INFORMATION

**Licensee:** SPFISH LB, LLC

### Company Information

OFFICER: UNGARO, JENNIFER MARIE (MANAGING MEMBER)

OFFICER: UNGARO, MICHAEL THOMAS (MANAGING MEMBER)

MEMBER: AMALFITANO, THOMAS HENRY

MEMBER: HENRY & VITA UNGARO TRUST UTD 05/03/16

MEMBER: JENNIFER MARIE UNGARO FAMILY TRUST UTD 10/11/12

MEMBER: MICHAEL AND ANITA UNGARO FAMILY TRUST UTD 04/13/15

MEMBER: THOMAS C. AMALFITANO INTERVIVOS TRUST DTD 06/15/95

MEMBER: UNGARO, JOHN ANTHONY

## LICENSE TYPES

### 47 - ON-SALE GENERAL EATING PLACE

**License Type Status:** ACTIVE **Status Date:** 06-DEC-2019 **Term:** 12 Month(s)

**Original Issue Date:** 06-DEC-2019 **Expiration Date:** 30-SEP-2022 **Master:** N **Duplicate:** 1

From License Number: [47-482989](#)

**Fee Code:** P40 **Transfers:** Transferred On: 06-DEC-2019

### 47 - ON-SALE GENERAL EATING PLACE

**License Type Status:** ACTIVE **Status Date:** 09-DEC-2019 **Term:** 12 Month(s)

**Original Issue Date:** 06-DEC-2019 **Expiration Date:** 30-SEP-2022 **Master:** Y **Duplicate:** 0

From License Number: [47-482989](#)

**Fee Code:** P40 **Transfers:** Transferred On: 06-DEC-2019

### 77 - EVENT PERMIT

**License Type Status:** ACTIVE **Status Date:** 06-DEC-2019 **Term:** 12 Month(s)

**Original Issue Date:** 06-DEC-2019 **Expiration Date:** 30-SEP-2022 **Master:** N **Duplicate:** 1

From License Number: [47-482989](#)

**Fee Code:** P40 **Transfers:** Transferred On: 06-DEC-2019

## OPERATING RESTRICTIONS:

The quarterly gross sales of alcoholic beverages shall not exceed the quarterly gross sales of food during the same period. The licensee shall at all times maintain records which reflect separately the gross sale of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the Department on demand.



At all times the licensees are exercising their licensed privileges, full meals as defined in Section 23038 B&P shall be available..

The subject alcoholic beverage license shall not be exchanged for a public premises type license nor operated as a public premises.

Petitioner(s) shall make no changes in the premises interior without prior written approval from the Department.

---

**DISCIPLINARY ACTION:**

No Active Disciplinary Action found

---

**DISCIPLINARY HISTORY:**

No Disciplinary History found.

---

**HOLDS:**

No Active Holds found

**ESCROWS:**

No Escrow found

# INDIVIDUAL PERSONAL AFFIDAVIT

Instructions: This form must be completed by: sole owners and their spouses; each general partner and their spouses; officers of a corporation and a majority of the board of directors; persons holding 10% or more of the capital or stock of a corporation and their spouses; persons holding 10% or more of the capital or stock of a limited liability company or limited partnership and their spouses.

FINGERPRINTING (ABC USE ONLY)  
 Active     Livescan  
 Date: \_\_\_\_\_

**If item #23b is checked, you must complete Form ABC-208-B, Financial Affidavit.**

|                        |                      |                     |  |
|------------------------|----------------------|---------------------|--|
| 1. FIRST NAME<br>Anita | MIDDLE NAME<br>Marie | LAST NAME<br>Ungaro | 2. PREVIOUS NAME(S) (Includes maiden name, aka, alias)<br>Anita Marie Romero |
|------------------------|----------------------|---------------------|--|

|   |                              |
|---|------------------------------|
| 3. PREMISES ADDRESS<br>6550 E Marina Dr., Long Beach CA 90803 | 4. PREMISES TELEPHONE NUMBER |
|---|------------------------------|

|                               |  |
|-------------------------------|--|
| 5. HOME ADDRESS<br>[REDACTED] | 6. HOME TELEPHONE NUMBER<br>[REDACTED] |
|-------------------------------|--|

|   |                      |                      |                         |                          |
|---|----------------------|----------------------|-------------------------|--------------------------|
| 11. PERSONAL DATA<br>[REDACTED]   | HEIGHT<br>[REDACTED] | WEIGHT<br>[REDACTED] | EYE COLOR<br>[REDACTED] | HAIR COLOR<br>[REDACTED] |
| <input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widow(er)<br><input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Registered Partner |                      |                      |                         |                          |

|  |                                 |                                  |
|--|---------------------------------|----------------------------------|
| 16. SPOUSE'S/REGISTERED PARTNER'S NAME (Last, first, middle) (Include alias)<br>Ungaro, Michael Thomas | 16. MARRIAGE DATE<br>[REDACTED] | 17. MARRIAGE PLACE (City, State) |
|--|---------------------------------|----------------------------------|

19. I AM OR WILL BE

|   |  |                                      |   |              |
|---|--|--------------------------------------|---|--------------|
| <input type="checkbox"/> Sole Owner                           | <input type="checkbox"/> General Partner | <input type="checkbox"/> Food Lessee | <input type="checkbox"/> Officer                    | Title: _____ |
| <input checked="" type="checkbox"/> Spouse/Registered Partner | <input type="checkbox"/> Limited Partner | <input type="checkbox"/> Director    | <input type="checkbox"/> LLC Member/Managing Member |              |
| <input type="checkbox"/> Partner                              | <input type="checkbox"/> Manager         | <input type="checkbox"/> Stockholder |   |              |

19. Do you now have any direct, or indirect, interest in any other alcoholic beverage business, or have you ever been an alcoholic beverage licensee or an officer or director of a corporate licensee in or outside of California?  Yes     No

IF YES, EXPLAIN (List License number and/or premises address)

Lic# 227159    1190 Nagoya Way, Berth 78 SP, CA 90731;    Lic#113247    1146-47 Nagoya Way, SP, CA 90731  
 Lic# 279315    124 West G St., Wilmington CA 90744;    Lic# 409369    21804 S. Avalon Blvd, Carson CA 90745

20. Have you as an individual, a partner, or while an officer, director, or stockholder of a corporation ever had an alcoholic beverage license denied, suspended, revoked, or an offer in compromise accepted or rejected?  Yes     No

IF YES, EXPLAIN

| 21. EMPLOYMENT HISTORY (Past five years - include unemployed, student, homemaker, etc. Use additional sheets if needed.) |                 |            |                       |
|--|-----------------|------------|-----------------------|
| FROM (MONTH/YEAR)  | TO (MONTH/YEAR) | JOB TITLE  | COMPANY NAME AND CITY |
| [REDACTED]   | [REDACTED]      | [REDACTED] | [REDACTED]            |
|  |                 |            |                       |

22. Have you ever, anywhere or at any time, (1) forfeited bail, (2) been convicted, (3) fined, or (4) placed on probation for any violation of the law? (5) Are you now actively being prosecuted for a criminal offense?  
 (If any of these events has occurred, this question must be answered "Yes" regardless of subsequent court action resulting in expungement, unless an order sealing records under Section 1203.45 of the Penal Code, relating to persons under age 18 years, has been issued. If no order has been issued, the answer must be "Yes.")  Yes     No

| ARREST DATE | PLACE OF ARREST | OFFENSE | RESULT/DISPOSITION |
|-------------|-----------------|---------|--------------------|
|             |                 |         |                    |
|             |                 |         |                    |

23. FINANCIAL CONTRIBUTION TO THE BUSINESS (If Box B is checked, complete Form ABC-208-B)

|   |  |
|---|--|
| <input checked="" type="checkbox"/> A. I am not making a contribution in any form | <input type="checkbox"/> C. I am contributing labor/expertise only |
| <input type="checkbox"/> B. I am making a financial contribution                  | <input type="checkbox"/> D. Same as the affidavit of               |

**I have read all of the above and declare under penalty of perjury that each and every statement is true, correct and complete.**

|                   |  |
|-------------------|--|
| AFFIANT SIGNATURE | TITLE                                  |
| DATE SIGNED       | PLACE SIGNED                           |
|                   | ATTEST (ABC EMPLOYEE OR NOTARY PUBLIC) |

# INDIVIDUAL PERSONAL AFFIDAVIT

Instructions: This form must be completed by: sole owners and their spouses; each general partner and their spouses; officers of a corporation and a majority of the board of directors; persons holding 10% or more of the capital or stock of a corporation and their spouses; persons holding 10% or more of the capital or stock of a limited liability company or limited partnership and their spouses.

FINGERPRINTING (ABC USE ONLY)  
 Active     Livescan  
 Date: \_\_\_\_\_

**If item #23b is checked, you must complete Form ABC-208-B, Financial Affidavit.**

|  |                       |                     |   |
|--|-----------------------|---------------------|---|
| 1. FIRST NAME<br>Michael                                       | MIDDLE NAME<br>Thomas | LAST NAME<br>Ungaro | 2. PREVIOUS NAME(S) (Include maiden name, aka, alias) |
| 3. PREMISES ADDRESS<br>6550 E Marina Dr., Long Beach, CA 90803 |                       |                     | 4. PREMISES TELEPHONE NUMBER                          |

|                               |                          |                              |
|-------------------------------|--------------------------|------------------------------|
| 5. HOME ADDRESS<br>[REDACTED] | 6. HOME TELEPHONE NUMBER | 7. BUSINESS TELEPHONE NUMBER |
|-------------------------------|--------------------------|------------------------------|

|                                 |                             |   |   |
|---------------------------------|-----------------------------|---|---|
| 11. PERSONAL DATA<br>[REDACTED] | 12. BIRTHDATE<br>[REDACTED] | 13. BIRTHPLACE (City, State, Country)<br>[REDACTED] | 14. MARITAL STATUS<br><input type="checkbox"/> Single <input type="checkbox"/> Divorced <input type="checkbox"/> Widower(er)<br><input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Registered Partner |
|---------------------------------|-----------------------------|---|---|

|  |                                 |  |
|--|---------------------------------|--|
| 15. IF COOL-BIR REGISTERED BY PARTNER OR NAME (Last, first, middle) (include alias)<br>Ungaro, Anita Marie | 16. MARRIAGE DATE<br>[REDACTED] | 17. MARRIAGE PLACE (City, State)<br>[REDACTED] |
|--|---------------------------------|--|

18. I AM OR WILL BE

|  |  |                                      |  |                       |
|--|--|--------------------------------------|--|-----------------------|
| <input type="checkbox"/> Sole Owner                | <input type="checkbox"/> General Partner | <input type="checkbox"/> Food Lessee | <input type="checkbox"/> Officer                               | Title: <b>Manager</b> |
| <input type="checkbox"/> Spouse/Registered Partner | <input type="checkbox"/> Limited Partner | <input type="checkbox"/> Director    | <input checked="" type="checkbox"/> LLC Member/Managing Member |                       |
| <input type="checkbox"/> Partner                   | <input type="checkbox"/> Manager         | <input type="checkbox"/> Stockholder |  |                       |

19. Do you now have any direct, or indirect, interest in any other alcoholic beverage business, or have you ever been an alcoholic beverage licensee or an officer or director of a corporate licensee in or outside of California?     Yes     No

IF YES, EXPLAIN (List License number and/or premises address)

Lic# 227159    1190 Nagoya Way, Berth 78 SP, CA 90731;    Lic#113247    1146-47 Nagoya Way, SP, CA 90731  
 Lic# 279315    124 West G St., Wilmington CA 90744;    Lic# 409369    21804 S. Avalon Blvd, Carson CA 90745

20. Have you as an individual, a partner, or while an officer, director, or stockholder of a corporation ever had an alcoholic beverage license denied, suspended, revoked, or an offer in compromise accepted or rejected?     Yes     No

IF YES, EXPLAIN

| 21. EMPLOYMENT HISTORY (Past five years - include unemployed, student, homemaker, etc. Use additional sheets if needed.) |                 |           |                       |
|--|-----------------|-----------|-----------------------|
| FROM (MONTH/YEAR)  | TO (MONTH/YEAR) | JOB TITLE | COMPANY NAME AND CITY |
| [REDACTED]   |                 |           |                       |

22. Have you ever, anywhere or at any time, (1) forfeited bail, (2) been convicted, (3) fined, or (4) placed on probation for any violation of the law? (5) Are you now actively being prosecuted for a criminal offense?  
 (If any of these events has occurred, this question must be answered "Yes" regardless of subsequent court action resulting in expungement, unless an order sealing records under Section 1203.45 of the Penal Code, relating to persons under age 18 years, has been issued. If no order has been issued, the answer must be "Yes.")     Yes     No

| ARREST DATE | PLACE OF ARREST | OFFENSE | RESULT/DISPOSITION |
|-------------|-----------------|---------|--------------------|
| [REDACTED]  |                 |         |                    |

23. FINANCIAL CONTRIBUTION TO THE BUSINESS (If Box B is checked, complete Form ABC-208-B)

|   |  |
|---|--|
| <input type="checkbox"/> A. I am not making a contribution in any form      | <input type="checkbox"/> C. I am contributing labor/expertise only |
| <input checked="" type="checkbox"/> B. I am making a financial contribution | <input type="checkbox"/> D. Same as the affidavit of               |

**I have read all of the above and declare under penalty of perjury that each and every statement is true, correct and complete.**

|                   |  |
|-------------------|--|
| AFFIANT SIGNATURE | TITLE                                  |
| DATE SIGNED       | ATTEST (ABC EMPLOYEE OR NOTARY PUBLIC) |
| PLACE SIGNED      |  |

**INDIVIDUAL FINANCIAL AFFIDAVIT**

Refer to Form ABC-208-A Instructions for who must complete this form.

|  |   |
|--|---|
| 1. NAME (Last, first, middle)<br><b>Ungaro, Michael Thomas</b> | 2. PREMISES ADDRESS (Street number and name, city, zip code)<br><b>6550 E Marina Dr., Long Beach CA 90803</b> |
| 3. MY TOTAL CONTRIBUTION IS<br>\$ <b>[REDACTED]</b>            | 4. MY CASH CONTRIBUTION IS<br>\$ <b>[REDACTED]</b>  |

|                                    |          |                                    |
|------------------------------------|----------|------------------------------------|
| 5. SOURCE OF FUNDS (Explain fully) | Source 1 | Source 2 (If more than one source) |
|                                    |          |                                    |

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

*C. Sale of Property (e.g., Real estate or personal such as vehicles, jewelry, etc.)*

|                     |     |    |
|---------------------|-----|----|
| Type of Property    | n/a |    |
| Address of Property |     |    |
| Date Sold           |     |    |
| Buyer's Name        |     |    |
| Net Proceeds        | \$  | \$ |

*D. Other Source of Funds (Inheritance, lawsuit settlements, gifts, etc.)*

|           |     |  |
|-----------|-----|--|
| Source(s) | n/a |  |
|-----------|-----|--|

I understand that falsification of the information on this form may constitute grounds for denial or revocation of the license(s). For a period of 90 days from this date, I hereby authorize the Department of Alcoholic Beverage Control, or any of its officers, to examine and secure copies of financial records consisting of signature cards, checking and savings accounts, notes and loan documents, deposit and withdrawal records, and escrow documents of my financial institution(s) or any financial records established in connection with this business. This authorization to examine records at any financial institution may be revoked at any time. I also authorize the Department of Alcoholic Beverage Control, or any of its officers, to examine and secure copies of any business records or documents established in connection with this business including, but not limited to those on file with my bookkeeper. ***I have read all of the above and declare under penalty of perjury that each and every statement is true and correct.***

|                      |                 |   |
|----------------------|-----------------|---|
| 6. AFFIANT SIGNATURE |                 |   |
| 7. DATE SIGNED       | 8. PLACE SIGNED | 9. ATTEST (ABC employee or Notary Public) |



# COVID-19 TEMPORARY CATERING AUTHORIZATION APPLICATION

**Before completing this application, please review Form ABC-218 CV19 Instr. for important information regarding the COVID-19 Temporary Catering Authorization.**

**Instructions: Indicate the license number this temporary authorization will apply to in the appropriate box and then complete sections #1 and #2. Once complete, submit to the local ABC office with a non-refundable payment in the amount of \$100.00. Acceptable forms of payment are business/personal check, cashiers check or money order. You must also submit Form ABC-253 which clearly identifies where the area is in relation to the existing licensed premises. Incomplete or inaccurate applications may result in delay or denial of the application request. If approved, a COVID-19 Temporary Catering Authorization will be sent to you via the email address you provide below. If you do not have a valid email address, the authorization will be mailed to your premises.**

LICENSE NUMBER

593349

RECEIPT NUMBER (FOR ABC USE ONLY)

TOTAL FEE

## SECTION 1 (Application Details And Licensee Acknowledgment)

|  |  |  |   |
|--|--|--|---|
| 1. LICENSEE NAME(S) (If an individual, first name, middle name, last name.)<br><b>SPFish LB, LLC</b>   |  | 2. CONTACT PERSON<br>Michael Ungaro  | 3. CONTACT PHONE NUMBER<br>310-350-8793 |
| 4. LICENSED PREMISES ADDRESS<br>6550 W Marina Dr., Long Beach CA 90803   |  | 5. EMAIL ADDRESS<br>mike@sanpedrofish.com  |   |
| 6. DESCRIPTION OF EXPANDED AREA (Adjacent suite, sidewalk, parking lot, etc.) You must also complete and submit Form ABC-253 which identifies where the expansion is in relation to the existing premises.<br>Temporary, covered, exterior seating on north side of building |  |  |   |
| 7. DESCRIPTION OF HOW THE EXPANDED AREA WILL BE DELINEATED (Theater style stanchions and rope, temporary fencing, etc.)<br>Attached plan details use of water filled K-rails, tents and temporary fencing  |  |  |   |
| 8. WILL THE EXPANDED AREA BE SHARED WITH ANOTHER LICENSEE<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  | 9. IF SHARED, DO THEY HAVE THE SAME LICENSE TYPE (Please note that certain license types cannot share with others)<br><input type="checkbox"/> Yes <input type="checkbox"/> No |   |
| 10. DO YOU HAVE LEGAL AUTHORITY TO USE THE REQUESTED AREA<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  | 11. WHAT IS YOUR LEGAL AUTHORITY TO USE THE AREA (Valid lease, rental contract, city permit, etc.)   |   |

**IN COMPLETING THIS APPLICATION FOR A COVID-19 TEMPORARY CATERING AUTHORIZATION, I ACKNOWLEDGE ALL OF THE FOLLOWING:**  
*Check all of the boxes below. Failure to acknowledge all of the below may result in delay or denial of the application*

- The requested expansion and its intended operation is and must remain consistent with state and local health and safety directives. Additionally, I have forwarded a copy of this application request to the appropriate local law enforcement agency.
- This authorization is limited to service of those alcoholic beverages authorized by the applicant license type.
- Except as to any conditions that the Department has determined will not be enforced under other Notices of Regulatory Relief, any operating conditions in place for the existing licensed premises will apply to the temporarily expanded area.
- If the Department determines that operation of the temporarily expanded area is contrary to public health, safety, or welfare, new or additional operating conditions may be added to the authorization at the time of or after its issuance.
- If the temporarily expanded area is being shared with other ABC licensees, we will be held jointly responsible for any violations that may occur within the shared area.
- If approved and we want to make changes or add additional expanded area(s) after approval, we will be required to complete and submit a new application; as well as pay another \$100 fee.
- If approved, the authorization may be canceled by the Department for reasons including, but not limited to: 1) upon termination of the temporary program granting the issuance of this authorization; 2) for violations of any law, rule, ordinance, or directive pertaining to business activities conducted on the premises and expanded area; 3) for negatively impacting nearby residents; 4) upon objection by local law enforcement; 5) if in the discretion of the Department continuance of the permit will negatively impact the public health, safety, or welfare.

## SECTION 2 (Licensee Declaration And Signature)

**I declare under penalty of perjury that to the best of my knowledge these statements are true and correct.**

LICENSEE SIGNATURE

DATE SIGNED

## SECTION 3 (FOR ABC USE ONLY)

|  |   |   |  |
|--|---|---|--|
| DIAGRAM/ABC-253 ATTACHED<br><input type="checkbox"/> Yes <input type="checkbox"/> No | IS THIS A SHARED AREA<br><input type="checkbox"/> Yes <input type="checkbox"/> No | ADDITIONAL CONDITIONS BEING ADDED<br><input type="checkbox"/> Yes <input type="checkbox"/> No | APPLICATION APPROVED<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| APPROVAL /DENIAL BY (ABC Official Name)  |   | ABC OFFICIAL SIGNATURE  | DATE SIGNED  |

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that KRG JCS, LLC, a Nevada limited liability company ("Assignor"), for valuable consideration as set forth in that certain Sale and Purchase Agreement ("Purchase Agreement") dated October 19, 2017 between Assignor and SPFish LB, LLC, a California limited liability company ("Assignee"), in hand paid by Assignee, the receipt of which is hereby acknowledged, does hereby convey, transfer and assign to Assignee, all of Assignor's right, title and interest in and to all of the Assets (as defined in the Purchase Agreement).

Except as provided in the Purchase Agreement, all Assets are transferred in its "as is" condition on the date hereof, and Assignor makes no representations or warranties, whether express or implied, as to the condition of the Personal Property, except for the express representations and warranties set forth in the Purchase Agreement.

**IN WITNESS WHEREOF**, Assignor has executed this Bill of Sale as of this 19th day of October, 2017.

**ASSIGNOR:**

KRG JCS, LLC, a Nevada limited liability company

By:   
Printed Name: Greg Bowen  
Title: Authorized Signatory

**ASSIGNEE:**

SPFish LB, LLC, a California limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that KRG JCS, LLC, a Nevada limited liability company ("Assignor"), for valuable consideration as set forth in that certain Sale and Purchase Agreement ("Purchase Agreement") dated October 19, 2017 between Assignor and SPFish LB, LLC, a California limited liability company ("Assignee"), in hand paid by Assignee, the receipt of which is hereby acknowledged, does hereby convey, transfer and assign to Assignee, all of Assignor's right, title and interest in and to all of the Assets (as defined in the Purchase Agreement).

Except as provided in the Purchase Agreement, all Assets are transferred in its "as is" condition on the date hereof, and Assignor makes no representations or warranties, whether express or implied, as to the condition of the Personal Property, except for the express representations and warranties set forth in the Purchase Agreement.

**IN WITNESS WHEREOF**, Assignor has executed this Bill of Sale as of this 19th day of October, 2017.

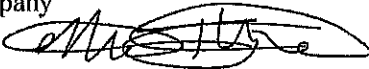
**ASSIGNOR:**

KRG JCS, LLC, a Nevada limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

SPFish LB, LLC, a California limited liability company

By:  \_\_\_\_\_  
Printed Name: Michael Ungaro  
Title: Manager



Jacob Appelsmith, Director

## COVID-19 TEMPORARY CATERING AUTHORIZATION



Gavin Newsom, Governor

**Licensee Name:** SPFISH LB, LLC

**License Number:** [REDACTED]

**Business Name:** SAN PEDRO FISH MARKET ON ALAMITOS BAY

**WHEREAS**, the Department of Alcoholic Beverage Control has temporarily suspended certain limitations pertaining to Business and Professions Code Section 23399 and Rule 60.5 (Catering Authorizations); and,

**WHEREAS**, the above licensee has applied for a Covid-19 Temporary Catering Authorization to temporarily expand their existing licensed premises; and,

**WHEREAS**, applicant attests to having legal responsibility and control of the temporarily expanded area; and,

**WHEREAS**, applicant acknowledges the temporarily expanded area is intended to create additional dining space and must be used as such; and,

**WHEREAS**, the Covid-19 Temporary Catering Authorization must be used in accordance with state and local health and safety directives;

**NOW THEREFORE**, said Covid-19 Temporary Catering Authorization is issued subject to the following conditions:

1. This authorization is limited to service of those alcoholic beverages authorized by the applicant's license type.
2. This authorization is limited to service of alcoholic beverages during times in which bona fide meals are being served in the expanded area, whether by the licensee or another person under agreement with the licensee.
3. All operating conditions imposed on the applicant's permanently licensed premises shall remain in effect and be subject to enforcement, except as to any conditions that the Department has determined will not be enforced under other Notices of Regulatory Relief.
4. Although new operating conditions may or may not be placed on this authorization at the time of issuance, if the Department determines that operation of the temporarily authorized area is contrary to public health, safety, or welfare, new or additional operating conditions may be added to this authorization after issuance or it may be canceled.
5. Upon request by any Peace Officer, the licensee or responsible person shall immediately provide this Covid-19 Temporary Catering Authorization as evidence of their ability to utilize the expanded area.
6. In addition to the above, the following operating conditions are imposed on this authorization:

N/A - No additional operating conditions being added at this time.

This Covid-19 Temporary Catering Authorization, along with a diagram of the expanded area (Form ABC-253) must be kept on-site and available for review during all times that alcoholic beverages are being sold, served, or consumed in the expanded area.

Violation of the operating conditions herein may result in revocation of this authorization and administrative action being taken against the license number under which the authorization has been issued.

Additionally, the Department of Alcoholic Beverage Control may summarily revoke this authorization should the Department, in its discretion, determine that the public welfare and morals are being impaired, or a law enforcement problem is being created.

Name of ABC Official Approving This Authorization: Jonica Hughley

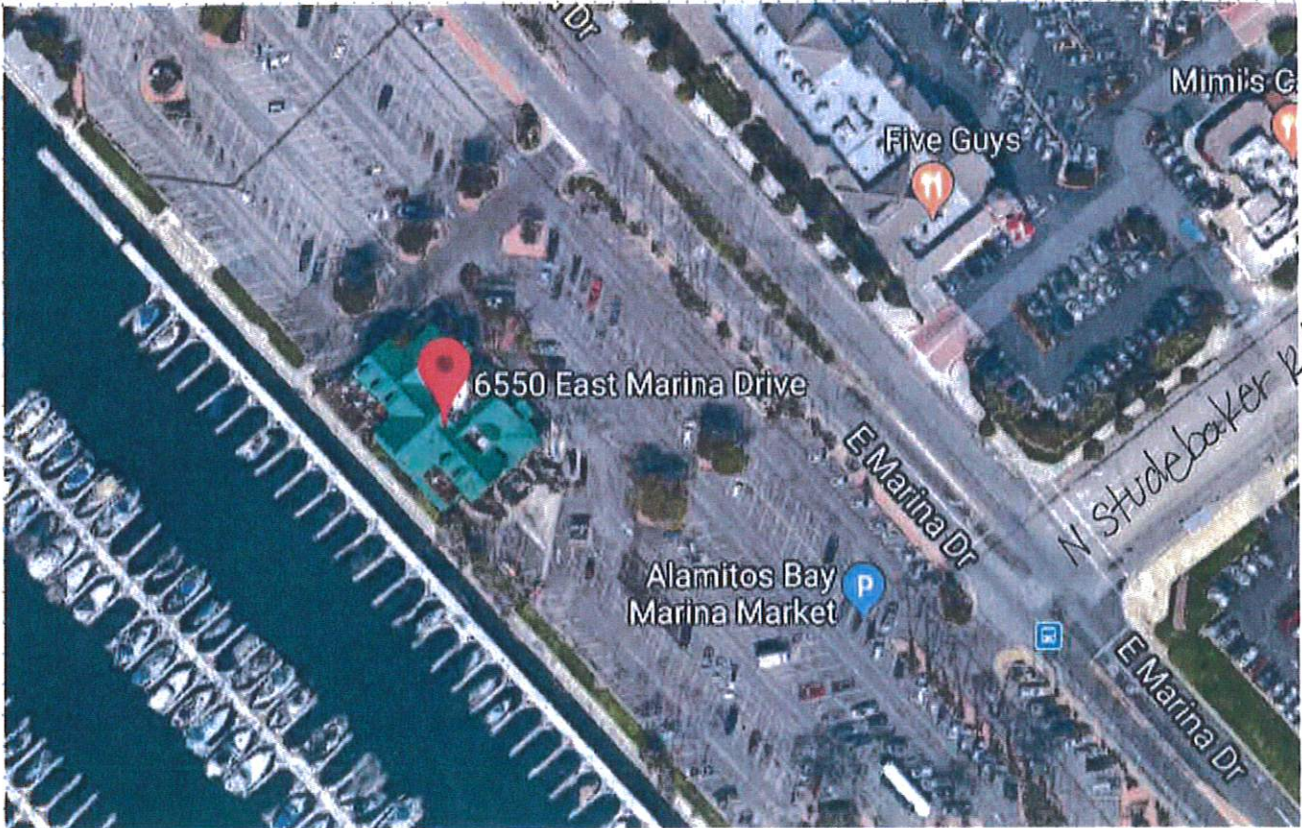
Signature of ABC Official and Date of Approval: *Jonica Hughley* 6/17/20

**Instructions to Applicant:**

Draw a sketch of the area on which the licensed premises is or will be located. Show adjacent structures and nearest cross streets. *If this is an event for a daily license, catering authorization or miscellaneous use, show the area where sales and consumption of alcoholic beverages will occur. Post a copy of this diagram with Daily License, Catering Authorization or Event Authorization where the event is held. Sales and consumption of alcoholic beverages must be confined to the area designated in the diagram and supervised to prevent violations of the Alcoholic Beverage Control Act.*

|  |  |
|--|--|
| 1. APPLICANT NAME (Last, first, middle)<br><b>SP Fish LB, LLC</b>  | 2. LICENSE TYPE<br><b>47</b>                       |
| 3. PREMISES ADDRESS (Street number and name, city, zip code)<br><b>6550 E Marina Dr., Long Beach, CA 90803</b> | 4. NEAREST CROSS STREET<br><b>N Studebaker Rd.</b> |

**DIAGRAM**



I have read the above instructions and I declare under penalty of perjury that the above diagram is true and correct.

|   |              |
|---|--------------|
| APPLICANT SIGNATURE<br><i>[Handwritten Signature]</i> | DATE SIGNED  |
| <b>FOR ABC USE ONLY</b>                               |              |
| CERTIFIED CORRECT (Signature)                         | PRINTED NAME |
| INSPECTION DATE                                       |              |

## ASSIGNMENT OF RIGHTS AGREEMENT

This Assignment of Rights Agreement (this "**Agreement**") is hereby made effective this 19th day of December, 2017 (the "**Effective Date**"), by and between KRG JCS, LLC, a Nevada limited liability company, as seller and transferor ("**Transferor**") and SPFish LB, LLC, a California limited liability company, as buyer and transferee ("**Transferee**"). Transferor and Transferee are collectively referred to hereunder as the "**Parties**".

WHEREAS, Ignite Restaurant Group, Inc. and various of its affiliated entities (collectively, "**APA Sellers**") filed for protection under Chapter 11 of the U.S. Bankruptcy Code on June 6, 2017 in the case administered as In re Ignite Restaurant Group, Inc. et al., in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "**Bankruptcy Court**"), Chapter 11 Case No. 17-33550 (the "**Bankruptcy Case**"); and

WHEREAS, APA Sellers and Landry's, Inc. ("**Landry's**") entered into that certain Asset Purchase Agreement dated August 11, 2017, pursuant to which APA Sellers agreed to sell to Landry's and/or a permitted designee or affiliate thereof, and Purchaser and/or a permitted designee or affiliate thereof agreed to purchase from APA Sellers certain Purchased Assets described therein; and

WHEREAS, on August 17, 2017, the Bankruptcy Court entered an order (the "**Sale Order**") approving the sale of substantially all of APA Sellers' assets, to Landry's and/or a permitted designee or affiliate thereof; and

WHEREAS, the Transferor acquired certain assets ("**Assets**") of APA Sellers from Landry's pursuant to that certain Assignment of Rights under Asset Purchase Agreement, dated August 29, 2017 (the "**APA**"); and

WHEREAS, that certain On-Sale General Eating Place license and Event Permit license (License number 482989) (the "**Liquor License**") issued by the California Department of Alcoholic Beverage Control ("**ABC**") is included within the Assets described above; and

WHEREAS, Transferee desires to purchase and the Transferor desires to sell to Transferee, all right, title, and interest that Transferor has to the Liquor License, and to so acquire such Liquor License on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

### ARTICLE 1 SALE AND PURCHASE OF ASSET

1. Transaction. At the Closing (defined below), Transferor hereby sells, conveys, transfers, assigns and delivers to Transferee, all of the Transferor's right, title, and interest to the Liquor License, including the right to acquire such Liquor License directly from the APA Sellers. Transferee is not acquiring any inventory under this Agreement.

2. Consideration. As consideration and purchase price for the transfer of rights described in Section 1 above, Transferee shall pay to Transferor Ninety Thousand Dollars (\$90,000.00) (“**Purchase Price**”). On the Effective Date, Transferee shall i) pay to Transferor Ten Thousand and No/100 (\$10,000.00) dollars in immediately available funds and ii) deposit a cash or immediately available funds in the amount of Eighty Thousand Dollars and No/100 (\$80,000.00) with Brown & Streza LLP (“**Escrow Holder**”) to be held and administered by Escrow Holder in accordance with the terms of the escrow agreement attached as **Exhibit A (“Escrow Agreement”)** until the Closing.

3. Closing. The “Closing” means the issuance of a permanent license by the ABC to Transferee. If the Closing has not occurred by April 1, 2018, either party may terminate this Agreement at any time before the Closing upon written notice to the other party. If either party breaches this Agreement and fails to cure within ten (10) days after written notice from the non-breaching party, the other party may terminate this Agreement.

4. Transferor’s Representations and Warranties. Transferor represents and warrants, and covenants to Transferee as follows as of the Effective Date and the Closing:

4.1 Authority. Transferor has the power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary action by Transferor manager(s) and member(s). This Agreement has been duly executed and delivered by Transferor. This Agreement constitutes a legal, valid and binding obligation of Transferor, enforceable against Transferor in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors’ rights generally or the availability of equitable remedies.

4.2 Title. Transferor now holds, and as of the Closing will hold, the sole right to acquire the Liquor License directly from the APA Sellers, free and clear of any claims, exceptions to title, liens, mortgages, charges, and encumbrances of any kind, nature, and description.

5. Transferee’s Representations and Warranties. Transferee represents, warrants, and covenants to Transferor as follows as of the Effective Date and the Closing:

5.1 Authority. Transferee has the power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement, and such action has been duly authorized by all necessary action by Transferee’s manager(s) and member(s). This Agreement has been duly executed and delivered by Transferee. This Agreement constitutes a legal, valid and binding obligation of Transferee, enforceable against Transferee in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors’ rights generally or the availability of equitable remedies.

6. Further Assurances. Each party shall use commercially reasonable efforts to have the Liquor License transferred to Transferee. Each party shall work cooperatively with the ABC and shall promptly execute and deliver any legal instruments and applications of any nature or kind that may be necessary to effect and complete the transactions contemplated by this Agreement. Transferor will, at any time after the Effective Date, on request of Transferee, execute and deliver



any further instruments of transfer as may be reasonably necessary to effectively and fully vest in Transferee possession of all of Transferor's rights to the Liquor License being transferred hereunder. This Section will survive the Closing.

7. Costs and Taxes. Contingent upon the Closing occurring, Transferee agrees that it shall be fully responsible to pay to the APA Sellers, or to reimburse Transferor as applicable, for any and all costs associated with the continuation, operation or holding of the Liquor License related to the period beginning at the Effective Date and continuing thereafter ("**Post-Effective Date Period**"), in each case to the extent Transferor is liable for or otherwise makes payment of any such amounts under the APA, or amounts otherwise incurred by Transferor or becoming payable as a result of the use, preservation or disposition of the Liquor License during the Post-Effective Date Period. Each party will be responsible for the payment of one-half of all taxes and fees incurred or payable upon the sale of the rights related to the Liquor License (including, without limitation, sales taxes or transfer taxes) either pursuant to this Agreement or in connection with the transfer of the Liquor License to Transferee from the APA Sellers to Transferee. Each party will be responsible for paying its own professional and brokerage fees, commissions, or expenses. Transferor will be responsible for satisfying any liabilities related to the Liquor License related to the period before the Closing, including any taxes, fees, fines, or amounts payable to the ABC or vendors. This Section will survive the Closing.

8. Enforcement and Remedies. Each party may enforce any provision of this Agreement by a decree of specific performance and may obtain temporary, preliminary, and permanent injunctive relief from a court of competent jurisdiction to prevent breaches or threatened breaches of this Agreement, in addition to any other remedy to which a party is entitled are entitled, whether provided by law, equity, agreement, or otherwise. All rights and remedies provided for in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to a party, whether provided by law, equity, or statute, under any other agreement between the parties, or otherwise. In any lawsuit, arbitration, action, or proceeding involving any of the parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover its attorney's fees and costs from the non-prevailing party. The term "prevailing party" means a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees awarded will not be computed in accordance with any arbitration or court fee schedule, but will be calculated to fully reimburse all attorney's fees actually incurred by the prevailing party.

9. Notices. All notices or other communications shall be in writing and shall be personally delivered or, if mailed, sent to the following relevant address or to such other address as the recipient party may have indicated to the sending party in writing:

Transferor: KRG JCS, LLC  
Attn: Legal Department  
12730 High Bluff Drive, Suite 250  
San Diego, CA 92130

Transferee: SPFish LB, LLC  
Michael Ungaro  
5500 E 2nd St #7B  
Long Beach, CA 90803

Copy to: Derek K. Early  
Brown & Streza LLP  
40 Pacifica, Suite 1500  
Irvine, CA 92618

Any such notice shall be deemed given as of the date as personally delivered, sent by fax or mailed, if mailed by certified or registered mail, return receipt requested, or sent by FedEx, overnight mail, or a similar service.

10. Entire Agreement. It is understood and agreed that this Agreement alone represents the full, final and complete understanding of the parties regarding the subject matter of this Agreement, and that this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations and warranties, whether oral or written, of any party to this Agreement regarding that subject matter, and no party to this Agreement may rely or shall be deemed to have relied upon any such prior communications.

11. Amendments. This Agreement shall be modified or amended only by a writing signed by each of the parties.

12. Assignment. No party may assign any of its rights or obligations under this Agreement before the Closing without the other party's prior written consent. No party may assign any of its rights or obligations under this Agreement after the Closing without the other party's prior written consent, except in connection with a change of control, merger, consolidation, recapitalization, or sale of substantially all of the assigning party's assets. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Construction. This Agreement and the exhibits to this Agreement have been negotiated and prepared jointly by all of the parties to this Agreement, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not to be employed in the interpretation of this Agreement. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, include the others whenever the context so indicates.

14. Governing Law. This Agreement shall be governed by and be construed and enforced in accordance with the laws of the State of California.

15. Severability. Each provision of this Agreement shall be considered to be separable and, if, for any reason, any provision or any part hereof is deemed to be invalid and contrary to any applicable law, such invalidity shall not impair the portions of this Agreement

which are valid, and this Agreement shall be construed and enforced to all effects as if such invalid provision had been omitted.

16. No Waiver. The failure of a Party to insist upon strict performance of any of the covenants or conditions of this Agreement shall not be construed as a waiver by such party of any of its rights or remedies under this Agreement, and shall not be construed as a waiver, relinquishment or failure of such Party of any such covenants, conditions, or options.

17. Headings. The titles or headings in this Agreement are for the convenience of the Parties and their attorneys and are not intended to constitute a substantive part of this Agreement and such titles and headings should not be relied upon to describe the contents of any section or paragraph.

18. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which, when taken together, shall constitute one and the same instrument. This Agreement may be executed by facsimile or by a signature delivery in pdf format, and any signature so delivery by facsimile or in pdf format shall be deemed the same, and equally enforceable, as an original.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Rights Agreement to be duly signed on the date written above.

**TRANSFEROR:**

KRG JCS, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: Michael Kelly  
Title: Manager

**TRANSFeree:**

SPFish LB, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Rights Agreement to be duly signed on the date written above.


**TRANSFEROR:**

KRG JCS, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFeree:**

SPFish LB, LLC,  
a California limited liability company

By:  \_\_\_\_\_  
Name: Michael Ungaro  
Title: Manager

**EXHIBIT A**

**Escrow Agreement**

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "*Agreement*") is made and entered into as of December 19, 2017, by and among KRG JCS, LLC, a Nevada limited liability company ("*Transferor*"), and SPFish LB, LLC, a California limited liability company ("*Transferee*"), (each a "*Party*" and together the "*Parties*") and Brown & Streza LLP, a California limited liability partnership (the "*Escrow Agent*").

WHEREAS, Ignite Restaurant Group, Inc. and various of its affiliated entities (collectively, "*APA Sellers*") filed for protection under Chapter 11 of the U.S. Bankruptcy Code on June 6, 2017 in the case administered as In re Ignite Restaurant Group, Inc. et al., in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "*Bankruptcy Court*"), Chapter 11 Case No. 17-33550 (the "*Bankruptcy Case*"); and

WHEREAS, APA Sellers and Landry's, Inc. ("*Landry's*") entered into that certain Asset Purchase Agreement dated August 11, 2017, pursuant to which APA Sellers agreed to sell to Landry's and/or a permitted designee or affiliate thereof, and Purchaser and/or a permitted designee or affiliate thereof agreed to purchase from APA Sellers certain Purchased Assets described therein; and

WHEREAS, on August 17, 2017, the Bankruptcy Court entered an order (the "*Sale Order*") approving the sale of substantially all of APA Sellers' assets, to Landry's and/or a permitted designee or affiliate thereof; and

WHEREAS, the Transferor acquired certain assets ("*Assets*") of APA Sellers from Landry's pursuant to that certain Assignment of Rights under Asset Purchase Agreement, dated August 29, 2017 (the "*APA*"); and

WHEREAS, that certain On-Sale General Eating Place license and Event Permit license (License number 482989) (the "*Liquor License*") issued by the California Department of Alcoholic Beverage Control ("*ABC*") is included within the Assets described above; and

WHEREAS, Transferee desires to purchase and the Transferor desires to sell to Transferee, all right, title, and interest that Transferor has to the Liquor License, and to so acquire such Liquor License on the terms and conditions set forth in that certain Assignment of Rights Agreement, dated December 19, 2017, between the Transferor and the Transferee ("*Assignment Agreement*"); and

WHEREAS, Escrow Agent has agreed to act as Escrow Agent under the Assignment Agreement and this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I** **ESTABLISHMENT OF ESCROW**

(a) Subsequent to the execution of this Agreement the Transferee will deposit Eighty Thousand Dollars and No/100 (\$80,000.00) (the “*Escrow Fund*”) with the Escrow Agent. Escrow Agent shall recognize the Transferor as the designated party for regulatory reporting purposes, if required.

(b) The Parties hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to serve, as the escrow agent and depository subject to the terms and conditions set forth in this Agreement. The Escrow Agent shall receive the initial deposit and any additional deposits and agrees to hold the Escrow Fund in its client trust account (the “*Escrow Account*”), which is hereby established and which will be held and disbursed by the Escrow Agent only in accordance with the express terms and conditions of this Agreement. The Escrow Agent may accept an item for deposit into the Escrow Account from anyone. Escrow Agent is not required to question the authority of the person making the deposit.

**ARTICLE II**  
**[Intentionally Omitted]**

**ARTICLE III**  
**DISBURSEMENTS FROM THE ESCROW ACCOUNT**

3.1 The Escrow Agent shall only disburse amounts held in the Escrow Account upon receipt of a written notice (“*Disbursement Request*”) from the Transferor and the Transferee two (2) Business Days (defined below) prior to the requested disbursement date specifying (i) the amount to be disbursed, (ii) the date of disbursement, (iii) the recipient of the disbursement, and (iv) the manner of disbursement and delivery instructions. A form of Disbursement Request is attached hereto as Annex I. For the avoidance of doubt, if any Disbursement Request authorizes the disbursement of all of the then-remaining Escrow Funds, such Disbursement Request shall constitute a Termination Notice (as defined below) and shall be treated as such in accordance with the provisions of Article VI. Further, the Escrow Agent is authorized to obtain confirmation of such Disbursement Request by telephone call-back to the person or persons designated for verifying such requests on Exhibit A (such person verifying the request shall be different than the person initiating the request).

3.2 Any payment from the Escrow Account will be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by applicable law. If the Escrow Agent is required by law or regulation to make a deduction or withholding, the Parties hereby irrevocably authorize the Escrow Agent to make such deduction or withholding (as the case may be) from the Escrow Amount and the Escrow Agent will not pay any additional amount in respect of that deduction or withholding.

**ARTICLE IV**  
**COMPENSATION; EXPENSES**

The Escrow Agent shall be reimbursed upon request for all expenses, disbursements and advances, including reasonable fees of outside counsel, if any, incurred or made by it in connection with the carrying out of its duties under this Agreement. The Transferee shall pay such fees and expenses.



**ARTICLE V**  
**REPRESENTATIONS AND WARRANTIES**

The Parties each hereby represents and warrants as of the date hereof and each date prior to the termination of this Agreement as follows:

- (a) such party is duly organized, validly existing and in good standing under the laws of the State of its organization;
- (b) such Party is in full compliance with all applicable anti-money laundering and anti-terrorist financing laws and regulations;
- (c) the Escrow Account will be used by such Party for business use only and not primarily for personal, family or household use;
- (d) such Party will not use the Escrow Account for illegal transactions, including, without limitation, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq.

**ARTICLE VI**  
**EXCULPATION AND INDEMNIFICATION**

6.1 (a) The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement which obligations and duties shall be deemed purely ministerial in nature. No additional obligations and duties of the Escrow Agent shall be inferred or implied from the terms of any other documents or agreements, notwithstanding references herein to other documents or agreements. In the event that any of the terms and provisions of any other agreement between any of the Parties conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of the Escrow Agent in all respects. The Escrow Agent shall not be subject to, or be under any obligation to ascertain or construe the terms and conditions of any other instrument, or to interpret this Agreement in light of any other agreement whether or not now or hereafter deposited with or delivered to the Escrow Agent or referred to in this Agreement. The Escrow Agent shall not be obligated to inquire as to the form, execution, sufficiency, or validity of any such instrument nor to inquire as to the identity, authority, or rights of the person or persons executing or delivering same. The Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document. The Parties shall provide the Escrow Agent with a list of authorized representatives, initially authorized hereunder as set forth on Exhibit A; as such Exhibit A may be amended or supplemented from time to time by delivery of a revised and re-executed Exhibit A to the Escrow Agent. The Escrow Agent may, but is not required to, investigate payment instructions, make further inquiries, and, where required, block or reject services due to domestic or global economic or trade-based sanctions. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the Parties or by a person or persons authorized by the Parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, the Parties agree to indemnify and hold harmless the Escrow Agent against any and all claims, taxes, losses, damages, liabilities, judgments, costs and expenses

(including reasonable attorneys' fees) (collectively, "*Losses*") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions by written or electronic transmission, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct. The foregoing indemnities in this Section shall survive the resignation or substitution of the Escrow Agent and the termination of this Agreement.

(b) In the event funds transfer instructions are given to the Escrow Agent pursuant to the terms of this Agreement (other than with respect to fund transfers to be made contemporaneously with the execution of this Agreement), regardless of the method used to transmit such instructions, such instructions must be given by an individual designated on Exhibit A. Further, the Escrow Agent is authorized to obtain and rely upon confirmation of such instructions by telephone call-back to the person or persons designated for verifying such instructions on Exhibit A (such person verifying the instruction shall be different than the person initiating the instruction). The Escrow Agent may require any Party that is entitled to direct the delivery of fund transfers to designate a phone number or numbers for purposes of confirming the requested transfer. The Parties agree that the Escrow Agent may delay the initiation of any fund transfer until all security measures it deems to be necessary and appropriate have been completed and shall incur no liability for such delay.

6.2 The Escrow Agent shall not be liable for any act that it may do or omit to do hereunder in good faith and in the exercise of its own best judgment or for any damages not directly resulting from its gross negligence or willful misconduct. Without limiting the generality of the foregoing sentence, it is hereby agreed that in no event will the Escrow Agent be liable for any lost profits or other indirect, special, incidental or consequential damages that a Party may incur or experience by reason of having entered into or relied on this Agreement or arising out of or in connection with the Escrow Agent's duties hereunder, notwithstanding that the Escrow Agent was advised or otherwise made aware of the possibility of such damages. The Escrow Agent shall not be liable for acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond the Escrow Agent's reasonable control.

6.3 In the event the Escrow Agent is notified of any dispute, disagreement or legal action relating to or arising in connection with the escrow, the Escrow Fund, or the performance of the Escrow Agent's duties under this Agreement, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings, arbitration, or other means as, in the Escrow Agent's discretion, it may require. Furthermore, if confronted with conflicting demands such that it determines in good faith that it risks incurring expense or liability regardless of any action it may take or refrain from taking, the Escrow Agent may, at its option, file an action of interpleader requiring the Parties to answer and litigate any claims and rights among themselves. The Escrow Agent is authorized, at its option, to deposit with the court in which such action is filed, all documents and funds held in escrow, except all costs, expenses, charges, and

reasonable attorneys' fees incurred by the Escrow Agent due to the interpleader action and which the Parties agree on a joint and several basis to pay. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all subsequent obligations and liability otherwise imposed by the terms of this Agreement.

6.4 The Parties hereby agree, on a joint and several basis, to indemnify and hold the Escrow Agent, and its directors, officers, employees, and agents, harmless from and against all costs, taxes, damages, judgments, attorneys' fees (whether such attorneys shall be regularly retained or specifically employed), expenses, obligations and liabilities of every kind and nature which the Escrow Agent, and its directors, officers, employees, and agents, may incur, sustain, or be required to pay in connection with or arising out of this Agreement, unless the aforementioned results from the Escrow Agent's gross negligence or willful misconduct, and to pay the Escrow Agent on demand the amount of all such costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities. Without limitation, the foregoing indemnities shall extend to any breach of the representations, warranties or covenants in Section 9.4 of this Agreement. The costs and expenses of enforcing this right of indemnification also shall be paid by the Parties. The foregoing indemnities in this Section shall survive the resignation or substitution of the Escrow Agent and the termination of this Agreement.

## **ARTICLE VII**

### **TERMINATION OF AGREEMENT**

This Agreement shall terminate:

(a) On the termination date set forth in a properly executed and delivered Termination Notice (as defined below). The Parties may, at any time, terminate this Agreement by delivering to the Escrow Agent written notice (the "*Termination Notice*") signed by the Parties setting forth (i) the requested termination date and (ii) instructions for the return or delivery of the Parties' then-escrowed property. The Termination Notice shall be received by the Escrow Agent not fewer than two (2) Business Days prior to the requested termination date. If the Termination Notice does not set forth instructions for the return or delivery of the parties' then-escrowed property, the Escrow Agent shall return the Escrow Funds to the Transferee and the Escrow Agent shall incur no liability for so doing. A form of Termination Notice is attached hereto as Exhibit B.

(b) Notwithstanding any other provision of this Agreement, this Agreement will not terminate before all amounts in the Escrow Account have been distributed by the Escrow Agent.

## **ARTICLE VIII**

### **RESIGNATION OF ESCROW AGENT**

The Escrow Agent may resign at any time upon giving at least five (5) days prior written notice to the Parties; provided that no such resignation shall become effective until the appointment of a successor escrow agent which shall be accomplished as follows: the Parties shall use their best efforts to select a successor escrow agent within three (3) Business Days after receiving such notice. If the Parties fail to appoint a successor escrow agent within such time, the Escrow Agent shall have the right at the expense of the Parties to petition any court

of general jurisdiction sitting in Orange County, California for the appointment of a successor escrow agent. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, the Escrow Agent shall be discharged from any further duties and liability under this Agreement. The Escrow Agent shall be paid any outstanding fees and expenses prior to transferring assets to a successor escrow agent.

## **ARTICLE IX** **NOTICES**

All notices to be given under this Agreement must be in writing and will be deemed to have been duly given upon delivery (or attempted delivery if the recipient refuses delivery or delivery is refused on behalf of the recipient) if delivered personally, by facsimile with receipt acknowledged, by certified mail (return receipt requested), or by a recognized commercial carrier to a party at its address set forth below or at any other address that it designates for itself by ten (10) days prior written notice to the other parties. Notices and other communications, including Disbursement Requests, may be delivered or furnished by electronic mail provided that any Disbursement Request or other formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

|               |   |
|---------------|---|
| Transferor:   | KRG JCS, LLC<br>Attn: Legal Department<br>12730 High Bluff Drive, Suite 250<br>San Diego, CA 92130  |
| Transferee:   | SPFish LB, LLC<br>Michael Ungaro<br>5500 E 2nd St #7B<br>Long Beach, CA 90803   |
| Escrow Agent: | Derek K. Early<br>Brown & Streza LLP<br>40 Pacifica, Suite 1500<br>Irvine, CA 92618<br><a href="mailto:Derek.Early@brownandstreza.com">Derek.Early@brownandstreza.com</a> |

## **ARTICLE X** **COMPLIANCE**

10.1 Upon reasonable demand by Escrow Agent, each Party shall promptly provide any form or document that Escrow Agent may require or reasonably request in order to allow Escrow Agent perform its duties under this Agreement or comply with applicable law. This

Section shall survive the resignation or substitution of the Escrow Agent and the termination of this Agreement.

10.2 The Parties hereby (i) represent and warrant each for themselves that, as of the date this Agreement is made and entered into, the Escrow Account is not a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund within the meaning of Section 468B of the Code (and the regulations thereunder) and (ii) covenant that they shall not take, fail to take or permit to occur any action or inaction, on or after the date this Agreement is made and entered into, that causes the Escrow Account to become such a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund at any time.

10.3 The Parties to this Agreement agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Section 6041 of the Code, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Sections 483 or 1272 of the Code. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10.4 The Parties represent and warrant at the date of this Agreement and at all times until the termination of this Agreement that they are not and are not acting on behalf of (i) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") that is subject to Part 4 of Subtitle B of Title I of ERISA, (ii) a "plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), to which Section 4975 of the Code applies, (iii) an entity whose underlying assets include "plan assets" subject to Title I of ERISA or Section 4974 of the Code by reason of Section 3(42) of ERISA, U.S. Department of Labor Regulation 29 CFR Section 25 10.3-101 or otherwise, or (iv) a "governmental plan" (as defined in ERISA or the Code) or another type of plan (or an entity whose assets are considered to include the assets of any such governmental or other plan) that is subject to any law, rule or restriction that is substantively similar or of similar effect to Section 406 of ERISA or Section 4975 of the Code ("Similar Law"). A Party shall provide written notice to Escrow Agent if it is aware that it is in breach of this representation and warranty or is aware that with the passing of time, giving of notice or expiring of any applicable grace period it will be in breach of this representation and warranty.

## **ARTICLE XI**

### **MISCELLANEOUS PROVISIONS**

11.1 This Agreement is to be governed by and is to be construed in accordance with the laws of the State of California, without regard to any conflict of law principle that would cause the substantive law of another jurisdiction to apply. The exclusive venue for the resolution of any dispute arising out of or relating to this Agreement is Orange County, California, and each party hereby submits to personal jurisdiction in that forum and waives any objection to that forum.

11.2 This Agreement contains the parties' entire agreement regarding the subject matter of this Agreement, and supersedes all prior written or oral agreements and understandings between them regarding that subject matter. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties.

11.3 The parties may execute this Agreement in any number of counterparts, each of which is to be deemed an original, and all of which together are to constitute one and the same instrument. Signatures to this Agreement delivered by facsimile or electronic means, including by portable document format (.pdf), are to have the same force, validity, and effect as original signatures.

11.4 As used in this Agreement, “*Business Day*” means a day other than a Saturday, Sunday, or other day when banking institutions in San Diego, California are authorized or required by law or executive order to be closed.

11.5 This Agreement constitutes a contract solely among the parties by which it has been executed and is enforceable solely by the parties by which it has been executed and no other persons. It is the intention of the parties that this Agreement may not be enforced on a third party beneficiary or any similar basis.

11.6 Each party has either revised or been given the opportunity to revise this Agreement, and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not to be employed in the interpretation of this Agreement. As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, include the others whenever the context so indicates. The use of “including” in this Agreement is for purposes of example or illustration, and not for purposes of restriction or limitation. The headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any article, section, subsection, or paragraph of this Agreement. The recitals are incorporated into and made a part of this Agreement by this reference.

11.7 Each provision of this Agreement is to be interpreted in a manner that will cause it to be effective and valid under applicable law. If any provision of this Agreement is determined by a court or other authority of competent jurisdiction to be invalid or unenforceable, that provision is to be ineffective only to the extent of the invalidity or unenforceability, without invalidating the remainder of that provision or the remaining provisions of this Agreement, or, if necessary, that provision is to be severed from this Agreement and the remainder of this Agreement is to remain in full force and effect.

11.8 No party may assign any of its rights or obligations under this Agreement without the other parties’ prior written consent.

*[signatures appear on the following page(s)]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

**TRANSFEROR:**

KRG JCS, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_

Name: Michael Kelly

Title: Manager

**TRANSFeree:**

SPFish LB, LLC,  
a California limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ESCROW AGENT:**

Brown & Streza LLP,  
a California limited liability partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

**TRANSFEROR:**

KRG JCS, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFeree:**

SPFish LB, LLC,  
a California limited liability company

By:  \_\_\_\_\_  
Name: Michael Ungaro  
Title: Manager

**ESCROW AGENT:**

Brown & Streza LLP,  
a California limited liability partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

**TRANSFEROR:**

KRG JCS, LLC,  
a Nevada limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

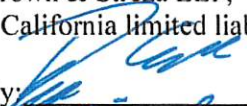
**TRANSFeree:**

SPFish LB, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ESCROW AGENT:**

Brown & Streza LLP,  
a California limited liability partnership

By:  \_\_\_\_\_  
Name: Richard Streza  
Title: Managing Partner

**EXHIBIT A**  
**Escrow Agreement Dated as of December 19, 2017, by and among KRG JCS, LLC, SPFish LB, LLC, and Brown & Streza LLP**  
**Certificate of Authorized Representatives – SPFish LB, LLC**

**Name:** Michael Ungaro  
**Title:** Manager  
**Phone:** [REDACTED]  
**Facsimile:** [REDACTED]  
**E-mail:** mike@sanpedrofish.com  
**Signature:** 

**Name:** Jennifer Ungaro  
**Title:** Manager  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Fund Transfer / Disbursement Authority Level:**  
 Initiate  
 Verify transactions initiated by others

**Fund Transfer / Disbursement Authority Level:**  
 Initiate  
 Verify transactions initiated by others

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_


**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Facsimile:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Fund Transfer / Disbursement Authority Level:**  
 Initiate  
 Verify transactions initiated by others

**Fund Transfer / Disbursement Authority Level:**  
 <sup>Text</sup> Initiate  
 Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

**SPFish LB, LLC,**  
**a California limited liability company**

**By:**   
**Name:** Michael Ungaro  
**Title:** Manager  
**Date:** 12-19-17

**EXHIBIT A**

**Escrow Agreement Dated as of December 19, 2017, by and among KRG JCS, LLC, SPFish LB, LLC, and Brown & Streza LLP**

**Certificate of Authorized Representatives – SPFish LB, LLC**

Name: Michael Ungaro

Name: Jennifer Ungaro

Title: Manager

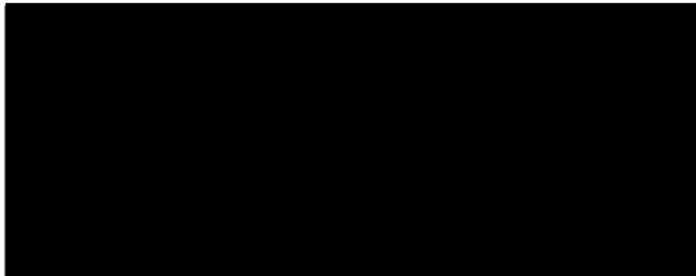
Title: Manager

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_



Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

**SPFish LB, LLC,**  
**a California limited liability company**

By: \_\_\_\_\_

Name:

Title:

Date:

**EXHIBIT A**

**Escrow Agreement Dated as of December 19, 2017, by and among KRG JCS, LLC, SPFish LB, LLC, and Brown & Streza LLP**

**Certificate of Authorized Representatives – KRG JCS, LLC**

Name: Michael Kelly

Title: Manager

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: ~~Luke Kusters~~ Greg Bowen

Title: ~~Manager~~ Authorized signatory

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

**KRG JCS, LLC,**  
a Nevada limited liability company

By: 

Name: Michael Kelly

Title: Manager

Date: December 21, 2017

**EXHIBIT B**  
**FORM OF TERMINATION NOTICE**  
[Date]

Brown & Streza LLP  
[Address]

**NOTICE OF TERMINATION**

Ladies and Gentlemen:

We refer you to that certain Escrow Agreement (the “*Agreement*”), dated as of [•], among [Designate Party], [Designate Party], and Brown & Streza LLP, a photocopy of which is attached hereto. Capitalized terms used but not defined in this letter shall have the meanings given them in the Agreement.

We hereby notify you, in accordance with the terms and provisions of Article VI(a) of the Agreement, that we are terminating the Agreement. Accordingly, we request that you terminate the Agreement as of [•]<sup>1</sup>. Those undertakings that, under the provisions of the Agreement, shall survive termination of the Agreement shall continue as provided therein. All Escrow Funds or items of property thereafter on deposit or held in the Escrow Account or by the Escrow Agent pursuant to the Agreement shall, concurrently with the termination of the Agreement, be delivered by, as applicable, federal wire transfer or nationally recognized overnight courier service as follows:

[Describe escrowed property or funds amount to be delivered]:

To [Designate Party], at: [insert fed wire instructions or physical address for overnight courier delivery].

Very truly yours,

[Party Defined Name]:  
[DESIGNATE PARTY]

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Party Defined Name]:

[DESIGNATE PARTY]

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

---

<sup>1</sup> Date should be not fewer than 2 Business Days after the date of this Notice.

**ANNEX I**  
**FORM OF DISBURSEMENT REQUEST**

[Date]

Brown & Streza LLP  
[Address]

**DISBURSEMENT REQUEST**

Ladies and Gentlemen:

We refer you to that certain Escrow Agreement (the “*Agreement*”), dated as of [•], among [Designate Parties] and Bank of America, National Association, as Escrow Agent. Capitalized terms used but not defined in this letter shall have the meanings given them in the Agreement.

Pursuant to the provisions of the Agreement, you are hereby directed to disburse funds held in the Escrow Account as follows:

(i) *[the amount to be disbursed],*

(ii) *[the date of disbursement],*

(iii) *[the recipient of the disbursement, and]*

(iv) *[the manner of disbursement and delivery instructions (including wiring instructions if applicable.)]*

Very truly yours,

[Party Defined Name]:  
[DESIGNATE PARTY]

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Party Defined Name]:  
[DESIGNATE PARTY]

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

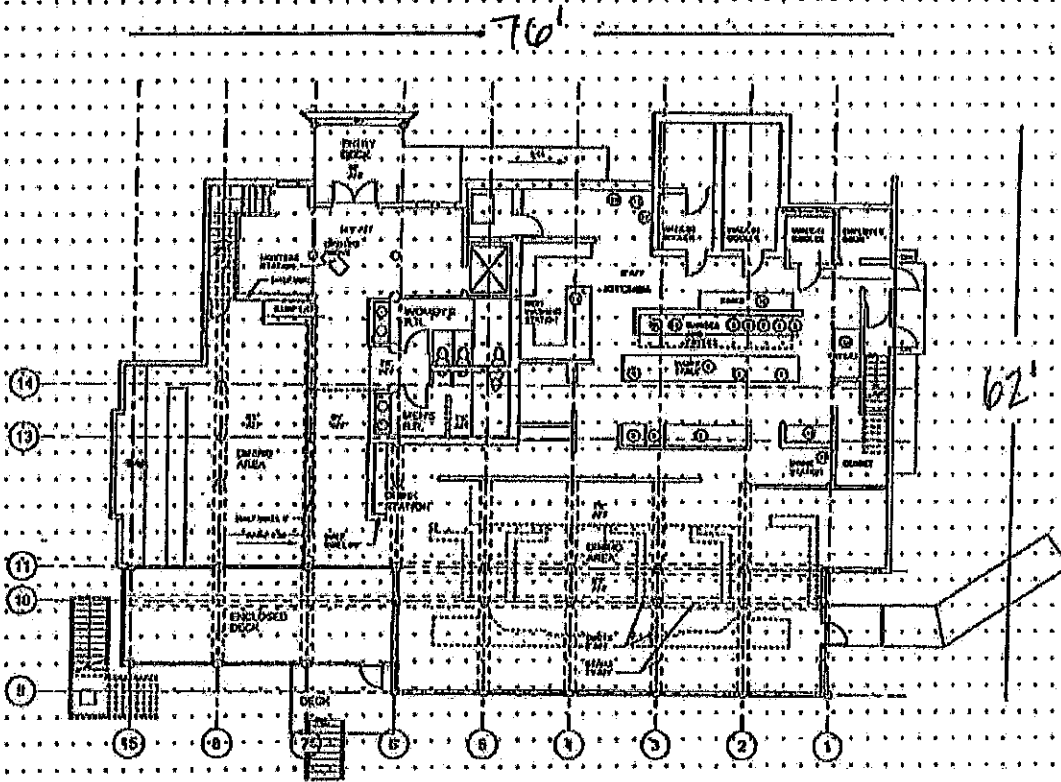
Department of Alcoholic Beverage Control  
**LICENSED PREMISES DIAGRAM (RETAIL)**

State of California

|  |   |
|--|---|
| 1. APPLICANT NAME (Last, first, middle) -><br><b>SPFish LB, LLC</b>  | 2. LICENSE TYPE<br><b>47</b>                        |
| 3. PREMISES ADDRESS (Street number and name, city, zip code)<br><b>6550 E. Marina Dr. Long Beach, CA 90803</b> | 4. NEAREST CROSS STREET<br><b>N. Studebaker Rd.</b> |

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, including dimensions and identification of each room (i.e., "storeroom", "office", etc.).

**DIAGRAM**



1st Floor

It is hereby declared that the above-described boundaries, entrances and planned operation as indicated on the reverse side, will not be changed without first notifying and securing prior written approval of the Department of Alcoholic Beverage Control. I declare under penalty of perjury that the foregoing is true and correct.

|   |                         |                        |
|---|-------------------------|------------------------|
| APPLICANT SIGNATURE (Only one signature required)<br><i>[Signature]</i> | Michael Ungaro, Manager | DATE SIGNED<br>1/23/18 |
| <b>FOR ABC USE ONLY</b>   |                         |                        |
| CERTIFIED CORRECT (Signature)   | PRINTED NAME            | INSPECTION DATE        |

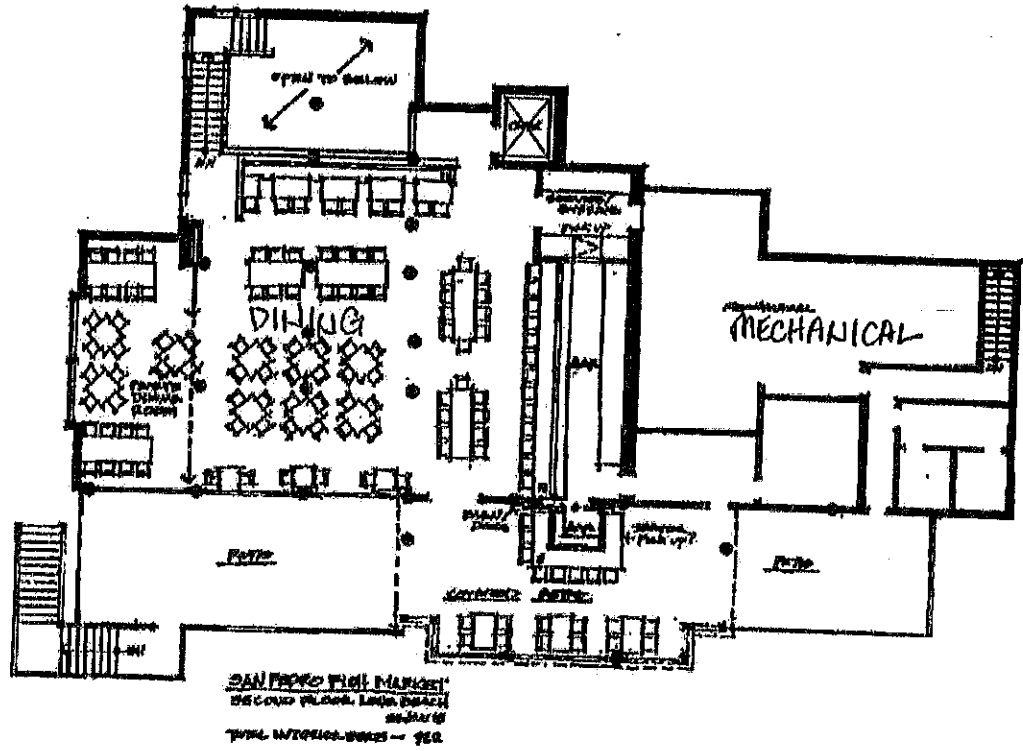
Department of Alcoholic Beverage Control  
**LICENSED PREMISES DIAGRAM (RETAIL)**

State of California

|  |   |
|--|---|
| 1. APPLICANT NAME (Last, first, middle) →<br><b>SPFish LB, LLC</b>   | 2. LICENSE TYPE<br><b>47</b>                        |
| 3. PREMISES ADDRESS (Street number and name, city, zip code)<br><b>6550 E. Marina Dr. Long Beach, CA 90803</b> | 4. NEAREST CROSS STREET<br><b>N. Studebaker Rd.</b> |

The diagram below is a true and correct description of the entrances, exits, interior walls and exterior boundaries of the premises to be licensed, including dimensions and identification of each room (i.e., "storeroom", "office", etc.).

**DIAGRAM**



**SANITARY**  
 2nd Floor, Long Beach, CA  
 90803

**2nd FLOOR**

It is hereby declared that the above-described boundaries, entrances and planned operation as indicated on the reverse side, will not be changed without first notifying and securing prior written approval of the Department of Alcoholic Beverage Control. I declare under penalty of perjury that the foregoing is true and correct.

|   |                         |                               |
|---|-------------------------|-------------------------------|
| APPLICANT SIGNATURE (Only one signature required)<br><i>[Signature]</i> | Michael Ungaro, Manager | DATE SIGNED<br><b>1/23/19</b> |
| <b>FOR ABC USE ONLY</b>   |                         |                               |
| CERTIFIED CORRECT (Signature)   | PRINTED NAME            | INSPECTION DATE               |





47-593349

Page 2

- 1 The quarterly gross sales of alcoholic beverages shall not exceed the quarterly gross sales of food during the same period. The licensee shall at all times maintain records which reflect separately the gross sale of food and the gross sales of alcoholic beverages of the licensed business. Said records shall be kept no less frequently than on a quarterly basis and shall be made available to the Department on demand.
- 2 At all times the licensees are exercising their licensed privileges, full meals as defined in Section 23038 B&P shall be available..
- 3 The subject alcoholic beverage license shall not be exchanged for a public premises type license nor operated as a public premises.
- 4 Petitioner(s) shall make no changes in the premises interior without prior written approval from the Department.

This petition for conditional license is made pursuant to the provisions of Sections 23800 through 23805 of the Business and Professions Code and will be carried forward in any transfer at the applicant-premises.

Petitioner(s) agree(s) to retain a copy of this petition on the premises at all times and will be prepared to produce it immediately upon the request of any peace officer.

The petitioner(s) understand(s) that any violation of the foregoing condition(s) shall be grounds for the suspension or revocation of the license(s).

DATED THIS 16th DAY OF October, 2018.

  
\_\_\_\_\_  
Applicant/Petitioner

\_\_\_\_\_  
Applicant/Petitioner

STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
ALCOHOLIC BEVERAGE LICENSE

EVENT PERMIT

VALID FROM

Oct 01, 2021

SPFISH LB, LLC  
6550 E MARINA DR  
LONG BEACH, CA 90803-4607

EXPIRES

Sep 30, 2022

TYPE NUMBER DUP

77 [REDACTED] 1

AREA CODE

1932 03

BUSINESS ADDRESS (IF DIFFERENT) DBA: SAN PEDRO FISH MARKET ON ALAMITOS BAY

RENEWAL

CONDITIONS

OWNERS: SPFISH LB, LLC

7



**IMPORTANT INFORMATION**

**EFFECTIVE PERIOD:** This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/datport/LQSMenu.html>.

**RENEWAL NOTICES:** Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

**RENEWAL DATES:** It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

**RENEWAL PAYMENTS:** Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. "renewal") must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

**SEASONAL LICENSES:** It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

**POSTING:** Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

**CONDITIONS:** A copy of all applicable conditions must be kept on premises.

**LICENSEE NAME:** Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by "AND XX OTHERS". All names are on file and available upon request from your local ABC office.

**DBA:** If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distrmap.html>.

**NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.**

<http://www.abc.ca.gov>

@ca\_abc CaliforniaABC

STATE OF CALIFORNIA  
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL  
ALCOHOLIC BEVERAGE LICENSE  
ON-SALE GENERAL EATING PLACE

VALID FROM

Oct 01, 2021

SPFISH LB, LLC  
6550 E MARINA DR  
LONG BEACH, CA 90803-4607

EXPIRES

Sep 30, 2022

TYPE NUMBER DUP

47 [REDACTED] 1

AREA CODE

1932 03

BUSINESS ADDRESS (IF DIFFERENT) DBA: SAN PEDRO FISH MARKET ON ALAMITOS BAY

RENEWAL

OWNERS: SPFISH LB, LLC

CONDITIONS

7



**IMPORTANT INFORMATION**

**EFFECTIVE PERIOD:** This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/datport/LQSMMenu.html>.

**RENEWAL NOTICES:** Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

**RENEWAL DATES:** It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

**RENEWAL PAYMENTS:** Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. "renewal") must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

**SEASONAL LICENSES:** It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

**POSTING:** Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

**CONDITIONS:** A copy of all applicable conditions must be kept on premises.

**LICENSEE NAME:** Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by "AND XX OTHERS". All names are on file and available upon request from your local ABC office.

**DBA:** If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distmap.html>.

**NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.**

<http://www.abc.ca.gov>



@ca\_abc



CaliforniaABC



# CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

100 W BROADWAY STE 400 ! LONG BEACH, CA 90802 ! 562-570-6513 FAX 562-570-6930

ENVIRONMENTAL HEALTH  
NOISE OFFICE

## DEPARTMENT OF HEALTH AND HUMAN SERVICES ENTERTAINMENT PERMIT APPLICATION REQUIREMENTS

Date: 4/6/2022

Name of Business (DBA): San Pedro Fish Market on Alamitos Bay

Name of Business Owner: Michael Ungaro

Business Address: 6550 E Marika Dr  
Long Beach

Dear New Business Owners:

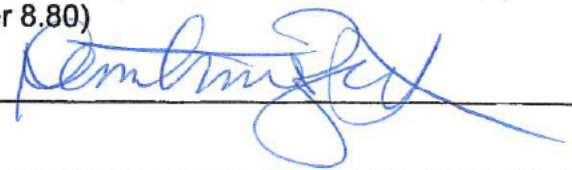
The Entertainment establishment must abide by the Long Beach Municipal Code Noise Ordinance, Chapter 8.80.

You must make sure that the noise generating inside your business is not impacting adjacent residences.

If loud music is to be played as part of the entertainment permit, you must also post a sign in the customer area in a conspicuous location that states:

**Warning: Sound Levels Within May Cause Permanent Hearing Impairment.**

I understand that in order to provide Entertainment, my establishment must comply with the Long Beach Noise Ordinance (LBMC Chapter 8.80)

Owner or Authorized Agent Signature(s) 

Title Authorized Rep/Agent

Phone [REDACTED]

FAX #

# **SAN PEDRO FISH MARKET**

## **Security Plan**

The following protocols will be followed to provide a secure, safe environment for employees and patrons of the restaurant.

### **Armed Robberies**

- Armed robberies offer a great opportunity for injury or death.
- Current and former employees and their friends are often involved.
- The most vulnerable times for an armed robbery are during opening and closing periods.
- Cash in the restaurant should be kept to a minimum.
- No one, either hourly employee or manager, should be allowed to be alone in the restaurant.
- Employees should enter and leave utilizing the “buddy system.”

#### *Action Plan to Prevent / Reduce Exposure to Armed Robberies:*

1. When opening, one enters and checks for security-related problems.
2. The other employee waits outside until they receive an “all clear” signal.
3. When closing, one employee should exit the restaurant, proceed to his/her motor vehicle and drive around the restaurant to look for any security concerns.
4. If no problems are observed by the first exiting employee, an “all clear” signal should be given before others leave the restaurant under the observation of the first employee.
5. If problems occur during either opening or closing procedures, one employee should always be in a position to go for help or call for help.

### **Employee Theft**

- Employee theft is the most frequent criminal event in a restaurant.

- Employees have the greatest opportunity to steal because they have access to the assets and are familiar with the operation of the restaurant.
- Many restaurant operators place too much trust (described as “irresponsible trust”) in those individuals responsible for cash and inventory.
- One of the most frequent methods of employee theft of cash is by manipulating sales transactions.
- Other means of employee theft include misuse of coupons, gift certificates, complimentary passes and credit cards.

*Action Plan to Reduce Opportunities for Employee Theft*

1. Follow safe cash handling procedures
  - Ensure only managers have access to the safe
  - Allow only one cashier to use each drawer, and counting the drawers after every shift
  - Drop excess cash from registers into the safe at regular intervals
  - Count the safe after every manager's shift
  - Count cash in view of security cameras
  
2. Maintain a strict meal policy that is specific and easy to find—post it in the kitchen or in the employee handbook. Ring up employees' meals at a register and keep the receipt with the cash drawer.
  
3. Use software to monitor price adjustments
  
4. Maximize usage of your security cameras. The most tangible benefit of security cameras is to deter robberies.

**Violence**

Incidents of violence can involve both customers and employees. They may range from verbal threats to use of fists, knives or guns by both men and women.

*Action Plan to Reduce Violent Incidents*

1. The presence of a manager in the dining room/service area has been found to be effective in defusing and preventing potential acts of violence..

## **Burglaries**

Burglars are usually after money and inventory.

### *Action Plan to Prevent Burglaries*

- Intrusion detection alarm systems should be installed in restaurants to deter burglars.

## **ADDITIONAL ELEMENTS OF COMPREHENSIVE SECURITY PLAN:**

**Honesty Policy** – Every restaurant, regardless of size and complexity, should have a simple honesty policy, in writing, applicable to all employees that states clearly and briefly that theft or conversion of any restaurant asset is unacceptable. Employees should sign the honesty policy that they understand and will comply with it.

**Prosecution Policy** – Prosecution for all crimes in the restaurant should be fairly and consistently pursued.

**Loss Reporting** – All losses due to criminal activity should be reported and properly investigated.

**Employee Screening** – Many restaurant employees are nomadic by nature. Employment screening procedures should include the conduct of reference checks with previous employers. Criminal and credit checks should be conducted on any employee with access to the safe or keys to the building. Employers can be held legally responsible for the violent crimes by employees negligently hired.

## **Training**

- Honesty and prosecution policy
- Robbery prevention and response procedures
- Operation of security systems and equipment

## **Crime Prevention Through Environmental Design (CPTED)**

- All nooks and crannies (hiding places) on the exterior of the restaurant should be eliminated.
- Landscaping and plant growth within 4 feet of exterior walkways and doors should be no more than 3 feet in height.



- Trees should be trimmed at a height of no less than 6 feet from the ground to the lowest foliage.
- Exterior lighting should be no less than five (5) footcandles.
- Closed-circuit television cameras may be used to monitor parking lots and other exterior areas.
- Exterior motion detection lighting systems should be employed.
- Exterior trash or waste containers should be located in a locked enclosure normally accessible by restaurant employees only.

### **Physical Security**

- Restaurants should have electronic alarm systems.
- Preventive maintenance (PM) of electronic alarm systems is vital
- Electronic alarm system components will periodically need to be replaced and updated.
- Restaurant electronic alarm systems should be centrally monitored.
- Key restaurant staff need special training in disabling and activation procedures.

### **CCTV**

- Place monitors near cash registers
- Allow customers to see it is in use
- Video recorder should be out of sight.
- Among the exterior areas that may be monitored by CCTV cameras are the loading/receiving area, trash disposal area and exterior doors.
- CCTV systems need preventive maintenance (PM)
- Appropriate restaurant staff should be trained in the use and employment of CCTV systems.

### **Freezers and Coolers**

- May serve as safe rooms
- Should be capable of being unlocked from the inside
- Should have an alarm or communication device inside the freezer and cooler

### **Restrooms**

- Should not have dropped ceilings - could be used by "stay-behinds"
- Stalls should be checked before closing

### **Exterior Doors**

- All solid exterior doors should have through-the-door viewers.

- The rear door leading to the trash or waste containers should have a buzzer to request re-entry. These doors should never be propped open.

### **Roof Access**

- Any roof access to the restaurant should be locked on the inside of the building.
- Exterior ladders on the side of the building should not provide access to the restaurant roof.

### **Safe Management**

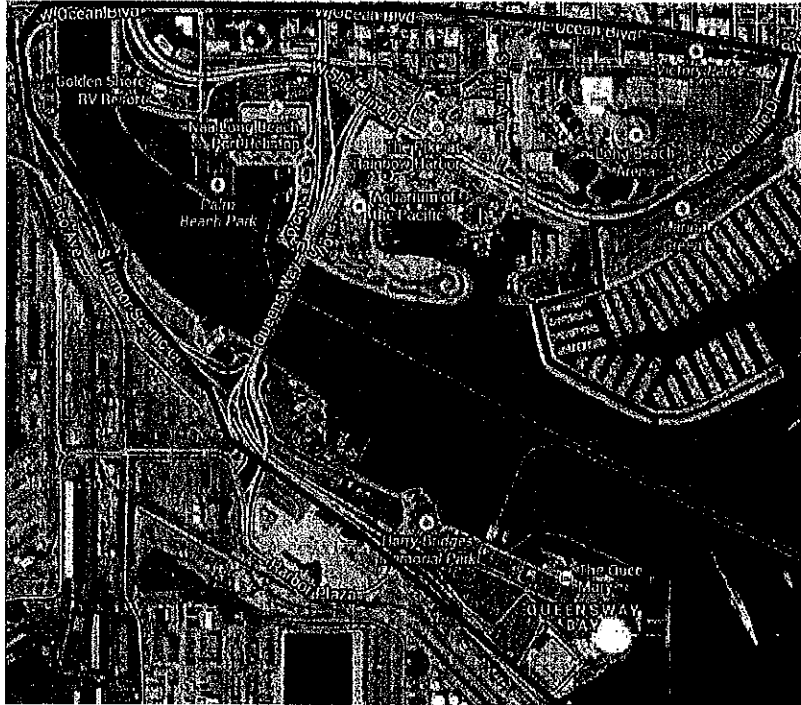
- The combination to a restaurant safe should be changed every time an employee with access to the combination terminates or is terminated.
- Never hide a safe combination in proximity to the safe.
- Always scramble combinations upon closure of a safe.
- Wheels should be removed from safes.

## Attachment A: Downtown Dining and Entertainment District (DDED)

The Downtown Dining and Entertainment District (DDED) was established in 2015 to provide consistent standards for the co-existence of residential and entertainment uses in Downtown Long Beach.

### Boundaries of the DDED

The DDED consists of the area bounded by the north side of Ocean Boulevard, the south side of Third Street, the east side of Pacific and the west side of Long Beach Boulevard, and the areas known as the Pike at Rainbow Harbor and Shoreline Village, as shown on maps on file in the office of the City Clerk. Hotels within the boundaries are excluded from the requirements of the downtown program but continue to be subject to all other provisions of LBMC Chapter 5.72.



## DDED Sound Study Requirements

Applicants for new entertainment permits in the DDED must cause an acoustical study to be prepared by a qualified, certified acoustical engineer, hired by the applicant and acceptable to the City, which shall demonstrate the sound emanating from the applicant's establishment meets the sound standards described in Long Beach Municipal Code Chapter 8.80. The study shall be reviewed and confirmed by the Health Department and the Development Services Department during their review of the permit application.

## DDED Sound Study Waiver

A new applicant for an entertainment permit in the DDED, including an applicant who acquires an existing business through a change of ownership, may be eligible to request a waiver of the requirement to conduct a sound study if the applicant meets one of the following criteria:

- A. The location had an entertainment permit, and no more than twelve (12) months have elapsed since the permitted entertainment at that location ceased; or
- B. Verifiable evidence that best sound mitigation practices were used in the construction or retrofitting of the location.

The waiver request shall be presented to a committee comprised of representatives of the City's noise office, business license bureau and zoning administration, who will conduct a hearing to determine if the sound study waiver is appropriate for the location. The committee shall consider but not be limited to the following: the previous use of the location, the history of sound-related complaints and violations at the location, proximity to residential development and the age and condition of the building, including sounds mitigation efforts. The committee shall determine if the waiver request shall be granted or denied.

Denial of a waiver request may be appealed to a City hearing officer pursuant to Long Beach Municipal Code Section 2.93.050.

## List of Acoustical Engineers

A list of potential acoustical engineers in the Southern California area is provided below. The City does not endorse the following businesses, nor guarantees the work product of these businesses. This list is for informational purposes only.

Alliance Acoustical Consultants  
Attn: Bob Mantey  
18023 Sky Park Circle No. 2  
Irvine, CA 92614  
Ph: 949-580-3593

Veneklasen Associates  
John LoVerde  
1711 Sixteenth St.  
Santa Monica, Ca 90404  
Ph: 310-450-1733 x 118

Davy and Associates, Inc.  
2627 Manhattan Beach Blvd.  
Redondo Beach, CA 90278  
Ph: 310-643-5161

Mestre Greve and Associates  
27812 El Lazo Rd.  
Laguna Beach, CA 92677  
Ph: 949-349-0671

Martin Newson and Associates  
501 Santa Monica Blvd., Suite 508  
Santa Monica, CA 90401  
Ph: 310-829-6343

Helix Environmental Planning, Inc.  
7578 El Cajon Blvd. Suite 200  
La Mesa, CA 91942  
619 462 1515






Schaffer Acoustics  
Mark Schaffer  
869 Via De La Paz, Suite A  
Pacific Palisades, CA 90272  
Ph: 310-459-6463

Behrens and Associates, Inc.  
Attn: Thomas Corbishley  
13806 Inglewood Ave.  
Hawthorne, CA 90250  
310 679 8633

Symbol Legend  See Sheet A1.11 & A1.12 for additional information, (not all symbols necessarily on this sheet)

| SYMBOL | DESCRIPTION  |
|--------|--|
| 02 00  | Site   |
| 02 01  | Exterior Fire Sprinkler system connection  |
| 02 02  | HVAC Unit to be updated and replaced   |
| 02 03  | Revised Star Landing at New Door   |
| 02 04  | Existing Posts Supporting Exterior Stairs  |
| 02 05  | Mechanical Walks in roof. See Mechanical Sheets for more information   |
| 02 06  | Replaced wire screens - 8'-4" height. Header to be at 10 minimum   |
| 02 07  | Existing columns posts at exterior entry   |
| 02 08  | Knee Box Surface mounted Knorrhult 4/00 Series Model #444  |
| 03 00  | Concrete   |
| 03 01  | Concrete Landing/Sidewalk. See Sheet A1.01 for minimum size requirements   |
| 05 00  | Metal  |
| 05 01  | Existing welded steel guard rail system, +42" min height.  |
| 05 02  | Welded wire mesh railing system - see structural detail on S12   |
| 05 03  | Materials to be stainless steel or per owner   |
| 05 04  | Repair or replace Handrails both sides of stairs and ramps as needed - see stair plans   |
| 05 05  | Reclaimed corrugated cladding  |
| 05 06  | Shipping Container screen at refrigeration enclosure   |
| 05 07  | Shipping Container Doors all w/ refrigeration enclosure  |
| 05 08  | New steel frame entry door w/ glass panels   |
| 06 00  | Wood   |
| 06 01  | Staggered panel fence enclosure  |
| 06 02  | Welded steel framed wood panel gates   |
| 06 03  | Decorative exposed truss to replace existing ceiling and framing   |
| 07 00  | Thermal & Moisture Protection  |
| 07 01  | Existing corrugated metal roof to remain u.o.a.  |
| 07 02  | Existing 7" Fascia gutter  |
| 08 00  | Coatings   |
| 08 01  | Use Tyvek "Flexwrap" flashing at all exterior openings. see A1.11 (typical)  |
| 08 02  | Windows to be replaced with minimum energy flow requirements of U-Factor: 0.470 Dblu-42-F, SHGC: 0.31 such as Torrence Steel Window Co., Series 2000, CR-US Aluminum Series 400-S or equal |
| 08 03  | Install permanent identification signs as required section 101.3.1 w/ raised characters and tactile per section 119.3.4 or 119.703 - coordinate with architect as required                 |
| 09 00  | Finishes   |
| 09 01  | Existing siding system - repaired as determined by owner   |
| 09 02  | Wrap Sced of Z flashing at belly trim  |
| 09 03  | Refinished existing screens - painted black  |
| 09 04  | Lamp grommet - painted black   |
| 09 05  | Painted graphic by owner   |
| 09 06  | Sign as determined by tenant (under separate permit)   |

Wall Construction Legend

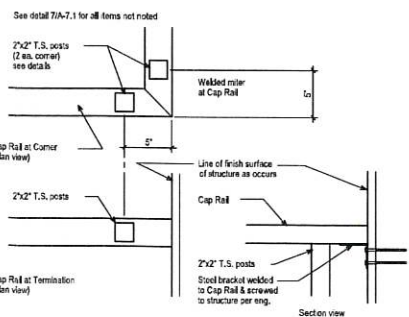
|   |   |
|---|---|
|  | Existing wall to be demolished - Non load bearing u.o.a. Repair adjacent surfaces per Interior Design drawing package. Provide temporary support for ceiling framing as necessary and new walls are formed.           |
|  | Existing full height (floor to ceiling) wall - May or may not be load bearing. Verify condition of framing elements and repair or replace as necessary. Refer to Interior Design drawing package for finish surfaces. |
|  | Partial interior wall, refer to Interior Design drawing package for further information, and to structural details for attachment as required.  |
|  | New partial height 8'-0" to 10'-0" CMU wall, refer to Interior Design drawing package for more information, and to structural details as required.  |
|  | New full-height (floor to ceiling) wall - Not be load bearing unless otherwise noted. Framing to be 2x4 studs and 1/2" gyp with double 2x4 top plate. Provide 2x6 ceiling joists at new enclosed spaces u.o.a.        |

Note

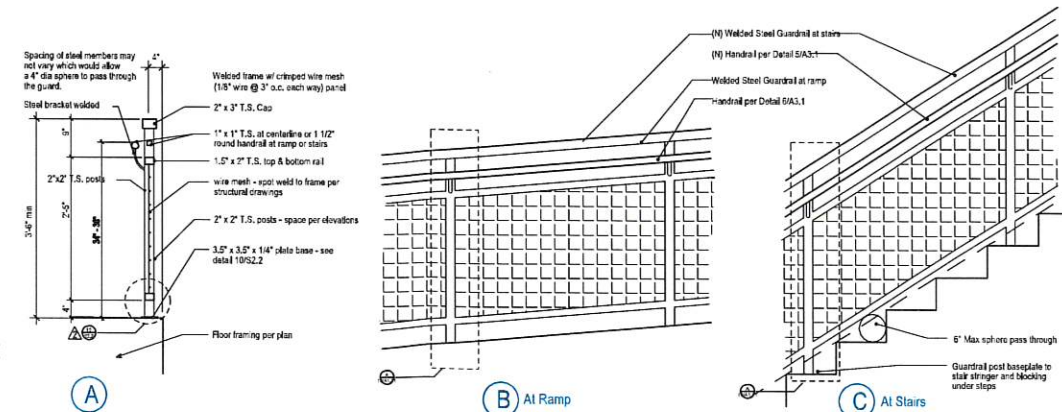
1. Wall, floor and ceiling finishes shall not exceed the same spread classification in CBC 803.11 and CBC 804.
2. All decorative materials and trim shall comply with the provisions of CBC 809.
3. Thermal and acoustical insulation shall comply with CBC 720.
4. Every room or space with an occupant load greater than 50 or more shall have the occupant load of the room posted in a conspicuous place near the main exit.
5. The Means of Egress system shall be illuminated at all times in the room or space is occupied with at least one foot candle at the floor level.
6. Provide safety glazing at all hazardous locations. Each pane of safety glazing shall be marked as specified in CBC 2403.01

ELEVATOR NOTES  
Manufacturer Data

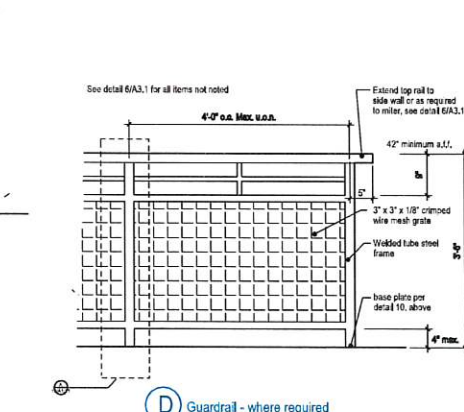
- Original manufacturer - US elevator
  - Controller type - U.S.E. co
  - Controller model - relay dist/ simplex
  - Unit serial # - 02-183-15719
  - Main motor Mfg - U.S.E. co
  - Equipment Data
  - Date Installed 04/1980
  - Capacity - 2500 lbs or 16 people
  - Car speed - 125 FPM
  - Car weight (complete) - 2600 lbs
  - Plunger size - 5/8"
  - O.D of plunger - 1 1/4"
  - Door equipment Mfg - GAL MOD
  - Pump motor Mfg - Lincoln
  - HP - 25
  - Motor Voltage - 200/400 VAC
  - Disconnect Voltage - 208 3 phase
  - Piston packing 5"
  - Door - single slide left hand
  - Elevator Cab and Entrance Data
  - Landings - 3
  - Inside clear Cab - 78 1/2" in wide 58 1/2" in deep
  - ADA - Rear handrail located on back wall of cab
  - Jamb - clear opening 42 1/2" wide 84" tall
  - Cab door - single slide left hand
- Notes
- CGR Title & GROUP II - Alterations-A17.1 1996-Part XII RULE (MOD)
  - See Details  and 



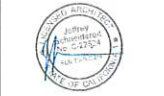
12 Steel Guard Corner/End Termination  
None



13 New Welded Metal Guardrail - Refer to Interior Design for more info  
3/4" x 1'-0"



D Guardrail - where required



S Squared Architecture Inc.  
Attn: All Squared  
5275 Morro Road, Suite E  
Alamitos, CA 94422  
PH 905-664-2223  
FX 905-656-1873  
s@s2arch.us

CONSULTANTS

- Project Management  
Urban Pacific Group of Companies  
Attn: Scott Chappin  
5378 E. 2nd Street, Suite 944  
Long Beach, CA 90803  
Phone: 562-582-1777
- Restaurant Design  
Studio McCormack  
Attn: Rick McCormack  
3025 Pullman Street  
Costa Mesa, CA 92626  
Phone: 949-200-6561
- Kitchen Design  
Ken Fook Service Design  
Attn: Chuck Hui  
1508 W. Main Lane  
Anaheim, CA 92802  
Phone: 714-743-6850
- Electrical Engineering  
RPM Engineers, Inc.  
Attn: Raymond Pham  
102 Discovery  
Irvine, CA 92618  
Phone: 949-450-1229 x200
- Mechanical Engineering  
CJFS Consulting Engineers  
Attn: John L. Jolly  
4000 Wilby Blvd., Suite 103  
Walton, CA 95719  
Phone: 909-558-6967

OWNER/APPLICANT

Owner/Applicant  
San Pedro Fish Market Est., Inc.  
Attn: Henry Ungaro  
123 West 10 St., Suite 201  
Walton, CA 95744  
Phone:



San Pedro Fish Market & Restaurant at Alamitos Bay

Project Address  
550 E. Marina Avenue  
Long Beach, CA 90803



|                   |                     |          |
|-------------------|---------------------|----------|
| Print Date        | 1/22/2019           |          |
| Issued for        | Plan Changes        |          |
| Initial Submittal | 05/29/2018          |          |
| Project Number    | 17-304-CB           |          |
| Drawn by          | JRA                 |          |
| Checked by        | JES                 |          |
| Reviewed by       | JES                 |          |
| No.               | Description         | Date     |
| 1                 | Plan Check Comments | 7/20/18  |
| 2                 | Plan Check Comments | 8/15/18  |
| 3                 | Plan Check Comments | 8/22/18  |
| 4                 | Plan Check Comments | 10/18/18 |
| 5                 | Plan Check Comments | 10/25/18 |
| 6                 | Changes             | 1/5/19   |

First Floor Plan

A1.11  
Scale 1/8"=1'-0"



CITY OF LONG BEACH, CALIFORNIA  
BUSINESS LICENSE  
OWNERSHIP NON-TRANSFERABLE  
LICENSE EXPIRES: 01/14/2023

PREPARED: 01/18/2022  
P42

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING:

|                 |                                       |                |  |
|-----------------|---------------------------------------|----------------|--|
| ACCOUNT NUMBER: | BU21904160                            | BUSINESS TYPE: | RESTAURANT & READY TO EAT FOODS WITH ALCOHOL |
| OWNER:          | SPFISH LB, LLC                        |                |  |
| LOCATED AT:     | 6550 MARINA DR                        |                |  |
| DBA NAME:       | SAN PEDRO FISH MARKET ON ALAMITOS BAY |                |  |

AUTHORIZED BY: KEVIN RIPER  
DIRECTOR OF FINANCIAL MANAGEMENT

→ LICENSE HOLDER -- PLEASE NOTE ←

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE. IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT THE BUSINESS LICENSE DIVISION AT (562) 570-6211 OR SEND AN EMAIL TO LBBIZ@LONGBEACH.GOV.

**NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE LICENSE EXPIRATION DATE.**

(PLEASE NOTIFY THE BUSINESS LICENSE DIVISION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION, MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE DIVISION.

SPFISH LB, LLC  
SAN PEDRO FISH MARKET ON ALAMITOS BAY  
1190 NAGOYA WAY  
SAN PEDRO, CA 90731



9/12/2022 09:57

**INFORMATION - LICENSE # BS22205573**

*License Type* BS  
*Application Type* Secondary Business License  
*Description*  
*Primary Applicant*  
*Primary Applicant Last Name* SPFISH LB, LLC  
*Address* 6550 MARINA DR LONG BEACH CA 90803  
*Location*  
 License is Pending.  
 Current milestone is Council Approval.  
 Current unpaid amount of \$0.00.  
 Account: BS22205573

**License Description**

**Status Dates**

*Processed Date* 4/15/2022 11:42  
*by* Marla Camerino  
*Start Date* 4/15/2022 00:00  
*by* Marla Camerino  
*Inactive Date*  
*by*  
*Last Renewal*  
*by*  
*Next Renewal*  
*Expires*  
*Grace Exp*  
*End Date*  
*by* MACAMER  
*Last Modified* 9/12/2022 09:56

**License Description**

*Property Type* COM  
*License Category* 300508  
*Business Name* SPFISH LB, LLC  
*DBA Name* SAN PEDRO FISH MARKET ON ALAMITOS BAY  
 Detailed Description of Business Activities  
 ENTERTAINMENT WITHOUT DANCING (ALCOHOL)  
*Application Reason* NEWLICENSE  
*Description* Entertainment Without Dancing (Alcohol)  
*HH/MH: Total # Units* 0  
*Census Tract* 0  
*Council District* 3

**License Details**

**Application Details**

| Description                   | Log |
|-------------------------------|-----|
| Application Information       | Log |
| GIS                           | Log |
| Conditions of Approval        | Log |
| Hearing Preparation Checklist | Log |

**Endorsements**

(Tab Not Loaded)

**Reviews**

(Tab Not Loaded)

**Inspections**

(Tab Not Loaded)

### Conditions

(Tab Not Loaded)

### Fees

(Tab Not Loaded)

### Applicants

#### Contact Information

*Name* SPFISH LB, LLC  
 First Name,  
*MI*  
*Middle Initial*  
*Contact Type* MAILING  
*Address* 3435 WILSHIRE BLVD, STE 1030  
*Address Line 2*  
*City* LOS ANGELES  
*State/Province* CA  
*ZIP/PC* 90010  
*Country*  
*Title*  
*Expiration Date*  
*Day Phone* (310)832-4251  
*Mobile Number*  
*E-Mail* MIKE@SANPEDROFISH.COM  
*Foreign* no  
*Corr. Delivery* Mail  
*Company Name*  
*Internet ID Type 1*  
*ID 1*  
*Internet ID Type 2*  
*ID 2*  
*Last 4 Digits* 0280  
*Customer#* 1392149

(No Data)

#### Additional Applicants

| Applicant Type | Capacity | Last Name  | First Name | Professional ID | Primary DBA | Effective | Expire | Comments |
|----------------|----------|------------|------------|-----------------|-------------|-----------|--------|----------|
| OtherContact   | OFFICER  | UNGARO     | MICHAEL    |                 |             |           |        | 16.77%   |
| OtherContact   | OFFICER  | AMALFITANO | THOMAS     |                 |             |           |        | 83.23%   |

### Sites

(Tab Not Loaded)

### Employees

(Tab Not Loaded)

### Related Records

(Tab Not Loaded)

### Logs

(Tab Not Loaded)


### Attachments

(Tab Not Loaded)



Date: June 30, 2022

To: Tara Mortensen, Bureau Manager, Business Relations Bureau

From: Wally Hebeish, Chief of Police 

Subject: **APPLICATION FOR ENTERTAINMENT WITHOUT DANCING PERMIT AT THE  
SAN PEDRO FISH MARKET ON ALAMATIOS BAY– 6550 EAST MARINA DRIVE**

---

In response to your request for a recommendation regarding the above-named permit application for Entertainment without Dancing, the Police Department recommends **approval**, subject to the following standard conditions of operation.

San Pedro Fish Market on Alamitos Bay is a local restaurant and bar that offers alcoholic beverages, beer, wine and distilled spirits. The establishment is located at the 6550 block of Marina Drive, on the west of the street. The current owner for the business is SPFISH LB, LLC. San Pedro Fish Market on Alamitos Bay has a valid Type 47 (On-Sale General Eating Place) and Type 77 (Event Permit) Alcoholic Beverage Control License. This is a new application for the ownership. The San Pedro Fish Market in the City of San Pedro has been operating since 1956.

San Pedro Fish Market on Alamitos Bay applied for an Entertainment without Dancing Permit requesting outdoor entertainment, live music by more than two (2) performers, live and recorded amplified music, a disc jockey and karaoke. They requested to provide entertainment from 5:00 PM to 11:30 PM, Monday through Sunday.

The Police Department is recommending entertainment activities shall be restricted to no later than **11:30 PM Monday through Sunday**. Entertainment can begin at 5:00 PM every day of the week Monday through Sunday. All outdoor entertainment shall be restricted to no later than 10:00 PM every day of the week, Monday through Sunday

Based upon the Police Department's Investigation, The East Division Patrol Commander's recommendation, and the crime analysis, the Long Beach Police Department has determined the public's peace, safety, and welfare would not be adversely impacted by the issuance of this permit, provided the appropriate conditions are imposed and observed by the applicant. The Police Department recommends approval of an Entertainment without Dancing Permit.

### **CONDITIONS OF OPERATION**

- 1) The operation of the establishment shall be limited to those activities and elements expressly indicated on the permit application and approved by the City Council. Any change in the operation, which exceeds the conditions of the approved permit, will require that a new permit application be submitted to the City Council for their review and approval.

- 2) Unless separately applied for, reviewed, and approved, no adult entertainment, as defined by section 21.15.110 LBMC shall be conducted on the permitted premises.
- 3) The Police Department is recommending entertainment activities shall be restricted to no later than **11:30 PM Monday through Sunday**. Entertainment can begin at 5:00 PM every day of the week Monday through Sunday. All outdoor entertainment shall be restricted to no later than 10:00 PM every day of the week, Monday through Sunday
- 4) This Entertainment Permit is accessory to the primary business, which is a restaurant. The authorization to provide entertainment on-site is subject to the use remaining as a restaurant, meaning a bona fide eating place serving actual and substantial meals.
- 5) "Meals" means the usual assortment of foods commonly ordered at various hours of the day; the service of such food only as sandwiches or salads shall not be deemed compliant with this requirement. Meals must consist of food prepared on the premises.

The premises must be equipped and maintained in good faith. The premises must possess working refrigeration, cooking equipment, utensils, menus, and enough food to make substantial meals.

In the event the primary business ceases operation, fails to operate as a bonafide eating place, fails to serve actual and substantial meals, or otherwise fails to comply with this condition, the Entertainment Permit becomes null and void.

- 6) The permittee agrees to reimburse the City for all costs associated with excessive police services, as determined by the Chief of Police, required as the result of any incident or nuisance arising out of or in connection with the permittee's operations
- 7) The permittee shall install and maintain a video surveillance system that monitors no less than the front and rear of the business with full view of the public right-of-way's and any parking lot under the control of the permittee. The video system must be capable of delineating on playback the activity and physical features of persona and areas within the premises. Recordings shall be retained for a minimum of 30 days and be accessible via the Internet by the Long Beach Police Department. A Public Internet Protocol (IP) address and username/password is also required to allow the Long Beach Police Department to view live and recorded video from these cameras over the internet. All video security cameras shall be installed to the satisfaction of the Chief of Police, Director of Technology Services, and Director of Development Services. At the discretion of the Chief of Police, the permittee may be required to add additional video cameras
- 8) Current occupancy loads shall be posted at all times, and the permittee shall have an effective system to keep count of the number of occupants present at any given time and provide that information to public safety personnel upon request.

- 9) Any graffiti painted or marked upon the premises, or on any adjacent area under the control of the licensee, shall be removed or painted over within 24 hours of being applied.
- 10) The permittee shall ensure that all employees attend an alcohol awareness class, such as TIPS or LEAD, within the first ninety (90) days of employment. The permittee shall keep employees' proof of completion on file and have it available for inspection at any time. All current and new alcohol servers and managers must be certified by an accredited RBS training provider and pass an ABC exam within 60 calendar days from date of employment. Responsible Beverage Service (RBS) Training Program is mandatory by The Department of Alcoholic Beverage Control. For more information please visit <https://www.abc.ca.gov/education/rbs>
- 11) The permittee shall maintain full compliance with all applicable laws, ABC laws, ordinances and stated conditions. In the event of a conflict with the requirements of this permit, the more stringent regulation shall apply.
- 12) The permittee is required to monitor the outside patio area for any nuisance activity that could disturb the surrounding neighbors. This shall be done by utilizing security guards or employees.
- 13) The permittee shall employ his/her own discretion in determining the level of security necessary to prevent violations of law and any other disturbances arising out of or in connection with business operations. Should the permittee's operations give rise to a substantial increase in complaints/calls for police service, or trash left in the parking lot, the permittee shall increase security staff, implement the use of electronic metal detection equipment, increase outside lighting, or make other changes to the premises or operation as the Chief of Police determines are necessary to protect the safety of the public.

During times that the entertainment activities are being conducted and any night where organizations, such as car clubs, motorcycle clubs, or any organization who are also patrons of the San Pedro Fish Market on Alamitos Bay and may congregate in the parking lot, the permittee shall staff one (1) security guard for crowds over (50) patrons to monitor activity inside the establishment to include the adjacent parking lot and any area under the control of the licensee, between the hours of 5 p.m. and ½ hour after closing. Security Guards shall ensure that patrons conduct themselves in a peaceful manner as not to disturb any nearby businesses and liveaboard vessels. Security Guards must be identifiable as "San Pedro Fish Market" employees or the use of a reputable and licensed security company. The Chief of Police may increase or relax this condition, based on calls for service related to problems in the establishment to include the adjacent parking lot and any area under the control of the licensee.

For crowds over fifty (50) people, the permittee shall provide a minimum of one (1) additional security guard per fifty (50) people. The attire of each security guard shall

clearly indicate the guard's affiliation with the establishment by means of a pin, shirt, or other visible form of identification.

- 14) The permittee shall take reasonable measures to prohibit and prevent the loitering of persons immediately outside any of the entrance/exit doors and the parking lot, at all times, while open for business. This should be done by utilizing security guards and signage with verbiage such as, "Please respect our neighbors," or something similar.
- 15) The permittee shall not hire promoters with the intent to advertise/promote or hold any entertainment activities consistent with nightclub entertainment.
- 16) The permittee must provide all promoters, independent contractors, and dancers, hired to conduct entertainment activities with a copy of the approved permit, which shall include a copy of the approved conditions of operation.
- 17) San Pedro Fish Market on Alamitos Bay, or its agents, shall not distribute any advertising matter such as signs, posters, or promotional cards, in or upon any public property, any vehicle, or in any other such place in the City of Long Beach. Distribution of any advertising matter upon private property shall adhere to the following guidelines: By placing the same matter in a receptacle, clip, or other device designed or intended to receive advertising matter. The permittee shall keep all agent contracts, including names, addresses, and phone numbers, on file at all times, and be available for inspection at any time.
- 18) At the conclusion of each event, the permittee shall take reasonable measures to ensure that exiting patrons walk directly to their vehicles and not loiter in the parking lot or the immediate neighboring area.
- 19) Deliveries to and from the premises shall be limited to the hours of 8:00 a.m. to 10:00 p.m.
- 20) The permittee shall not allow employees to discard trash or beer bottles into the outside dumpster between closing hours and 7 a.m.
- 21) The permittee shall develop and maintain a plan to address neighborhood concerns, related to the operation of the establishment. (i.e. newsletter, meetings, etc.)
- 22) The permittee shall comply with the requirements of LBMC Sec. 8.80 (Noise) at all times. In addition, in response to a complaint, the Police Department will enforce Penal Code Section 415 (disturbing the peace) and all other state and local provisions related to the "public peace." Permittee shall conduct all aspects of his or her operation, including before and after-hours deliveries and maintenance, in consideration of residences located nearby. Permittee agrees that the following standard is reasonable: Noise emanating from Permittee's premises shall not be audible from the middle of the street adjoining the premises.

Due to the proximity of neighboring liveaboard boats in The Marina, all door(s) and windows shall be kept closed at all times during any entertainment, except in cases of emergency and to permit deliveries. Said door(s) is not to consist solely of a screen or ventilated security door. **Sound shall not be audible beyond fifty feet (50') from the exterior of the premises in any direction.**

- 23) The permittee and/or security shall also ensure that no employee, patron, or entertainer loiters in the parking lot at any time during the operation of the business.

The permittee shall not allow any employee, patron or entertainer, to exit and loiter near the side or rear doors leading to the boardwalk or boat docks

- 24) The permittee shall not convert the restaurant, or any portion thereof, into a dance/night club. All entertainment activities shall be conducted in conjunction with regular dining or pre-planned banquet activities. A banquet is defined as a function held at a bonafide eating place wherein complete and substantial meals are provided to the persons in attendance by the management of the restaurant where the function is being held. Fast food, snacks, and hors d'oeuvres shall not constitute a complete and substantial meal.

- 25) The speaker volume in the patio area shall be kept at a low level, so as not to disturb any other businesses or residents. If any noise or disturbance complaints can be attributed to the speaker volume in the patio area, the permittee shall modify or remove existing speakers at the direction of the Chief of Police.

- 26) Entertainment shall not be offered on any day that the restaurant is closed.