

DENNIS F. MOSS (SBN 77512)
JEREMY F. BOLLINGER (SBN 240132)
ARI E. MOSS (SBN 238579)
MOSS BOLLINGER LLP
15300 Ventura Blvd., Ste. 207
Sherman Oaks, California 91403
Telephone: (310) 982-2984
Facsimile: (818) 963-5954
dennis@mossbollinger.com
jeremy@mossbollinger.com
ari@mossbollinger.com

Attorneys for Scott Shuster

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

DOMINGO MURCHISON, individually and
on behalf of all current and former similarly
situated employees in the State of California

Plaintiff,

vs.

MVP EVENT PRODUCTIONS, LLC, a
California Limited Liability Company dba
MVP EVENT STAFFING; GREGORY
FIELDING, an individual; LEGENDS
HOSPITALITY, LLC, a Delaware Limited
Liability Company (previously designated by
the fictitious name of "DOE 1"; and DOES 2 to
50,

Defendants.

CASE NO.: 30-2021-01234789-CU-OE-CXC

[Assigned for All Purposes to William D.
Claster, Dept. CX101]

**SCOTT SHUSTER'S REQUEST FOR
LEAVE TO FILE "ARGUMENTS AND
EVIDENCE" IN OPPOSITION TO
PROPOSED SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT
PURSUANT TO *TURRIETA V. LYFT***

Location: Dept. CX101

Date: August 1, 2025

Time: 9:00 a.m.

1 **REQUEST FOR LEAVE TO FILE “ARGUMENTS AND EVIDENCE” IN OPPOSITION**
2 **TO PAGA SETTLEMENT**

3 Scott Schuster is the Plaintiff and PAGA representative in the overlapping PAGA action
4 identified by attorney Natalie Mirzayan in her declaration in support of Plaintiff’s Motion for
5 Preliminary Approval of Class Action and PAGA Settlement and For Provisional Class Certification
6 for Settlement Purposes Only (“Motion”) scheduled to be heard by this Court on August 1, 2025. Mr.
7 Shuster respectfully requests leave to file the “arguments and evidence” in opposition to the proposed
8 Settlement pursuant to *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664. Mr. Shuser’s “arguments and
9 evidence” are attached hereto as **Exhibit 1**.

10 In *Turrieta*, the Supreme Court held that a plaintiff in an overlapping PAGA action may offer
11 comments to assist a court in its oversight function when reviewing a proposed PAGA settlement.
12 The Court stated that its opinion that a PAGA plaintiff does not have the right to intervene in the
13 overlapping action does not “foreclose other ways in which ‘deputized PAGA plaintiffs [may] assist[]’
14 both courts and ‘the LWDA with [their settlement oversight] function.’ [Citation omitted.] Courts, in
15 evaluating the adequacy and fairness of proposed PAGA settlements remain free to exercise discretion
16 to consider *arguments and evidence* informally offered by plaintiff pursuing overlapping PAGA
17 claims in separate actions.” *Turrieta*, 16 Cal.5th at 706 (emphasis added).

18 As stated in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, the standard for courts to
19 apply when reviewing settlements under PAGA requires courts to ensure that the settlement is “fair,
20 reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter
21 future ones, and to maximize enforcement of state labor laws.” *Id.* at 77. Pursuant to *Turrieta* and
22 *Moniz*, Mr. Shuster respectfully requests that the Court consider his “arguments and evidence”
23 attached as **Exhibit 1** when determining whether the Settlement proposed by Plaintiff Murchison is
24 “fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations,
25 deter future ones, and to maximize enforcement of state labor laws.” *Id.* at 77.

26 Should the Court conduct a hearing on Plaintiff Murchison’s Motion, Mr. Shuster, through his
27 counsel, requests to be heard.

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Note that a copy of this Request is being submitted to the LWDA concurrently with this filing.
Respectfully submitted,

Dated: July 29, 2025

MOSS BOLLINGER LLP.

By: /s/Dennis F. Moss
Attorneys for Scott Shuster

EXHIBIT 1

**to
Request for Leave to
File Arguments
& Evidence**

DENNIS F. MOSS (SBN 77512)
JEREMY F. BOLLINGER (SBN 240132)
ARI E. MOSS (SBN 238579)
MOSS BOLLINGER LLP
15300 Ventura Blvd., Ste. 207
Sherman Oaks, California 91403
Telephone: (310) 982-2984
Facsimile: (818) 963-5954
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CASE NO.: 30-2021-01234789-CU-OE-CXC

[Assigned for All Purposes to William D.
Claster, Dept. CX101]

**SCOTT SHUSTER'S "ARGUMENTS &
EVIDENCE" IN OPPOSITION TO
PROPOSED SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT**

*[Declarations of Dennis F. Moss and Scott
Shuster; Request for Judicial Notice; and
[Proposed] Order filed concurrently herewith]*

Location: Dept. CX101

Date: August 1, 2025

Time: 9:00 a.m.

1 **I. INTRODUCTION**

2 The LWDA deputized Scott Shuster to investigate and prosecute claims against Legends
3 Hospitality, LLC (“Defendant” or “Legends”) for civil penalties under PAGA arising from violations
4 of the Labor Code and applicable wage orders on December 4, 2023. After a failed mediation in 2024
5 of the class and PAGA action filed by Shuster and entitled *Shuster v. Legends Hospitality, LLC*, Los
6 Angeles Superior Court Case No. 22STCV32193, (“*Shuster*”), Legends took it upon itself to deputize
7 their own plaintiffs of choice in *Murchison v. MVP Productions, LLC et al.* (“*Murchison*”), plaintiffs
8 Domingo Murchison and Davina Bhullar, to negotiate the settlement of the unique PAGA claims in
9 *Shuster* as well as the unique PAGA claims pending in *Crook v. Legends Hospitality, LLC et al.*, Los
10 Angeles Superior Court Case No. 23STCV24567 and *Martinez v. Legends Hospitality, LLC*, Orange
11 County Superior Court Case No. 30-2024-01380394-CU-OE-CXC, without disclosing the mediation
12 to Shuster or his counsel nor inviting them to participate. Declaration of Dennis Moss (“Moss Dec.”)
13 ¶ 2.) The *Murchison* Plaintiffs, upon Defendant’s insistence, released the *Shuster*, *Crook* and *Martinez*
14 PAGA claims as part of a class and PAGA settlement with Defendants for which Plaintiffs in
15 *Murchison* now seek approval.¹ However, this Court has not been provided sufficient evidence to
16 evaluate the merits and value of the settled PAGA claims. Accordingly, the Court lacks sufficient
17 information from which the Court can properly fulfill its settlement oversight role.² The PAGA
18 Settlement in *Murchison* should not be approved because it clearly fails the standards by which the
19 propriety of a PAGA settlement is to be judged by courts.³

20 The Settlement Agreement settling class and PAGA claims in *Murchison* is attached to the
21 Declaration of Natalie Mirzayan in Support of Motion for Preliminary Approval of Class Action and
22

23 ¹ “Plaintiffs” is used instead of “Plaintiff” because the *Murchison* Settlement contemplates the
24 addition of a second plaintiff.

25 ² Shuster has separately moved to intervene in *Murchison* to address the inadequacies of the class
26 settlement in the case. Given that the PAGA claims addressed herein are, almost in their entirety,
27 derivative of the Class claims addressed in the Motion to Intervene, Shuster incorporates by this
28 reference the entirety of the Motion to Intervene and the Points and Authorities, evidence and Request
for Judicial Notice in support of the intervention motion as the PAGA claims are largely premised on
the same violations.

³ As set forth in the Request for Leave to File “Arguments and Evidence”, the authority for Shuster
to provide the comments herein as a Plaintiff deputized by the LWDA in a different case, and the
authority of the Court to exercise its discretion to consider the comments, is established in *Turrieta v.*
Lyft, Inc. (2024) 16 Cal.5th 664, 706.

1 PAGA Settlement and For Provisional Class Certification for Settlement Purposes Only (“Mirzayan
2 Dec.”) on file with this Court. The operative complaints in *Shuster*, *Martinez* and *Crook* are Exhibits
3 A, B and C to the Request for Judicial Notice filed concurrently herewith.

4 The PAGA allocation in the *Murchison* Settlement is for a total of \$40,000 out of a gross
5 settlement amount of \$775,000. (See Section 1.24 of the Settlement which is attached as Exhibit 1 to
6 the Mirzayan Declaration.) In addition to PAGA claims that mirror class claims, it releases suitable
7 seating claims which are exclusively pursued pursuant to PAGA in *Shuster* (Sixth Cause of Action)
8 and *Martinez* (First Cause of Action). In her Declaration in support of the settlement, counsel for
9 Murchison estimated the exposure on the PAGA claim as \$592,676,250 without an explanation of
10 how that number was calculated or a breakdown by settled claim of why the discount applied to the
11 particular claim. (Mirzayan Dec. ¶ 22.) The settlement of the PAGA claims in *Murchison* for \$40,000
12 amounts to less than of .01% of the \$592,676,250 in PAGA liability that Murchison’s counsel
13 calculated. (.01% of \$592,676,250 = \$59,267.) Given the paucity of support for the PAGA Settlement,
14 the Court cannot find that the settlement of the PAGA claims is fair, reasonable and adequate.

15 The Settlement at Section 4.2 noted that there are 10,469 Aggrieved Employees who worked
16 a total of 508,470 PAGA Pay Periods. The PAGA part of the settlement works out to under 8 cents
17 per pay period for all of the numerous violations. (508,470 pay periods divided by \$40,000 = \$.07866.)
18 In support of PAGA relief, the *Murchison* 4th Amended Complaint alleges at paragraphs 117 and 118
19 (after incorporating by reference all the previous class causes of action) that PAGA remedies are
20 owing on account of:

21 117. ... violations of Labor Code §§ 200, 510, 1198, 558, 1194, 1197,
22 1197.1, 226.7, 512, 201, 202, 203, 201.3, 204, 210, 218, 221, 223, 226,
23 226.3, 227.3, 246, 246.5(a), 247.5, 233, 351, 2802, and 2810.5, California
24 Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B),
California Code of Regulations, Title 8, Section 1 1070(14) and IWC Wage
Order suitable seating.

25 118. The policies, acts and practices set forth above are an unlawful
26 business act or practice because DEFENDANTS (1) failed to pay
27 PLAINTIFFS and the AGGRIEVED EMPLOYEES wages for all hours
28 worked, including minimum wages, overtime wages, and tips; (2) failed to
provide PLAINTIFFS and the AGGRIEVED EMPLOYEES legally
compliant meal periods; (3) failed to provide PLAINTIFFS and the
AGGRIEVED EMPLOYEES legally compliant rest periods; (4) failed to

1 provide PLAINTIFFS and the AGGRIEVED EMPLOYEES accurate wage
2 statements; (5) failed to timely pay PLAINTIFFS and the AGGRIEVED
3 EMPLOYEES' wages during employment; (6) failed to pay PLAINTIFFS
4 and the AGGRIEVED EMPLOYEES' wages timely upon discharge of
5 employment; (7) failed to reimburse PLAINTIFFS and the AGGRIEVED
6 EMPLOYEES for all expenses; and (8) failed to provide PLAINTIFFS and
7 the AGGRIEVED EMPLOYEES suitable seating, in violation of Labor
8 Code §§ 200, 510, 1198, 558, 1194, 1197, 1197.1, 226.7, 512, 201, 202,
9 203, 201.3, 204, 210, 218, 221, 223, 226, 226.3, 227.3, 246, 246.5(a), 247.5,
10 233, 351, 2802, and 2810.5, California Code of Regulations, Title 8, Section
11 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8,
12 Section 1 1070(14) and IWC Wage Order suitable seating.

13 (Mirzayan Dec., Exh. 2.) Given the breadth of the PAGA allegations, and the lack of evidence
14 warranting the release of claims covering 508,470 PAGA Pay Periods, the Court cannot approve the
15 Settlement of the PAGA claims.

16 **II. THIS COURT'S OVERSIGHT DUTIES UNDER PAGA**

17 The majority in *Turrieta v. Lyft, Inc.*, pointed out:

18 [W]e have previously explained that courts performing their statutory
19 review function have a **duty to 'ensur[e] that [the] negotiated resolution**
20 **[of a PAGA claim] is fair to those affected.'** (*Williams, supra*, 3 Cal.5th
21 at p. 549; see *Moniz, supra*, 72 Cal.App.5th at p. 89, [trial court reviewing
22 proposed PAGA settlement 'must scrutinize whether' the plaintiff 'has
23 adequately represented the state's interests, and hence the public interest'].)

24 16 Cal.5th at 693 (bold added; some brackets in original).

25 As stated in Justice Kruger's concurrence, it is undisputed that:

26 [A] trial court has a duty to ensure the fairness and soundness of any
27 settlement of PAGA claims alleging an employer's Labor Code violations.
28 (Lab. Code, § 2699, subd. (s)(2), former subd. (I)(2).) **Part of that duty**
includes carefully considering any indications that the settlement has
benefited the parties involved at the expense of undermining the
protections the Labor Code confers on California's workers. This duty
applies regardless of whether a particular aggrieved employee has the
formal right to intervene as a party in a lawsuit brought by another.

Turrieta, 16 Cal.5th at 717 (Kruger, J. concur.) (bold added).

When reviewing settlements under PAGA, courts are tasked with ensuring that the settlement
is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law
violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA*,

1 *Inc.* (2021) 72 Cal.App.5th 56, 77. The Court cannot perform that duty on the record before it.

2 **A. The Court Has Not Been Provided With the Information Necessary to**
3 **Determine Whether the PAGA Element of the Settlement Is “Fair, Reasonable,**
4 **and Adequate.”**

5 Plaintiff’s counsel submitted a declaration in support of approval of the class and PAGA
6 Settlement that was bereft of the detail necessary for the Court to fulfill its obligation to determine
7 whether the PAGA aspect of the Settlement is “fair, reasonable, and adequate in view of PAGA’s
8 purposes to remediate present labor law violations, deter future ones, and to maximize enforcement
9 of state labor laws.” (See *Mirzayan Dec.*, *passim*.)

10 Additionally, Plaintiff’s counsel’s declaration in support of settlement approval, with its lack
11 of actual evidence and lack of proof of a careful investigation of and analysis of the facts on the ground
12 throughout the PAGA period at the locations throughout the State where Legends operates coupled
13 with a settlement that works out to less than 1% of what Plaintiff’s counsel estimated as PAGA
14 exposure (*see id. passim*), compels a conclusion that the “settlement has benefited the parties involved
15 at the expense of undermining the protections the Labor Code confers on California’s workers.” That
16 being the case, pursuant to relevant authority, including *Turrietta, supra*, the PAGA settlement should
17 not be approved.

18 **B. The LWDA Had Not Acted on Plaintiff’s Final Amended Filing with the Agency**
19 **When Plaintiff and Legends Settled Claims Which Had Not Been Previously**
20 **Asserted by Plaintiff.**

21 The Settlement must also be rejected because it attempts to settle PAGA claims that it has not
22 been properly deputized to prosecute. Before bringing a PAGA claim, an aggrieved employee must
23 first exhaust administrative procedures set out in former Labor Code section 2699.3, which includes
24 providing notice to the employer and the LWDA “of the specific provisions of [the Labor Code]
25 alleged to have been violated, including the facts and theories to support the alleged violation.”
26 (Former § 2699.3, subd. (a)(1)(A).) “The notice requirement allows the relevant state agency ‘to
27 decide whether to allocate scarce resources to an investigation.’” *Kim v. Reins Intern. California, Inc.*
28 (2020) 9 Cal.5th 73, 81. The agency has 65 days to decide. Lab. Code § 2699.3.

1 As an element of the Settlement reached between the parties, Murchison submitted an
2 amended notice to the LWDA that added violations that it had not previously asserted in its prior
3 PAGA letters. (Mirzayan Dec. ¶ 5 & Exh. 2 at Exs. 1 and 2.) Plaintiff submitted the amended notice
4 on April 14, 2025. The LWDA had until June 18 (65 days from April 14) to inform Plaintiff if it
5 intended to investigate the new violations in the April 14 letter.

6 On June 18, 2025, before the 65-day period expired, the LWDA sent a Notice of Investigation
7 to Plaintiff and Defendants informing the parties that it would be investigating the claims in the April
8 14 Notice. (Supplemental Declaration of Natalie Mirzayan in Support of Preliminary Approval filed
9 on July 25, 2025 [“Supp. Mirzayan Dec.”] ¶ 5, Ex. 9.) Given the LWDA’s timely invocation of its
10 right to investigate the claims alleged in the April 14, 2025 Notice, Murchison and Bhullar were not
11 deputized to pursue those claims, and therefore, are not in a position to settle them on behalf of the
12 State. Plaintiff’s counsel acknowledges as much in her Supplemental Declaration. (Supp. Mirzayan
13 Dec. ¶ 9 (“as of the filing of this declaration, the Plaintiffs are not authorized to act as a proxy of the
14 LWDA for the additional claims alleged in the April 14, 2025 [Second Amended Notification].”) On
15 this basis alone, the Court cannot approve a settlement that includes a claim that the LWDA is still
16 investigating.

17 Pursuant to Labor Code section 2699.3(a)(2)(B), the LWDA has 120 days from its notice to
18 investigate to issue any further notice regarding citations or other actions that it intends to take. 120
19 days from June 18 is October 16, 2025.

20 **C. The Settlement of the Suitable Seating Claims Is Indicative of the Deficiencies in**
21 **Plaintiff’s Justification of Support for the PAGA Settlement.**

22 In Shuster’s Motion to Intervene currently set for hearing on August 15, 2025, he points out
23 the lack of appropriate support provided by Plaintiff for the settlement of class claims which overlap
24 with PAGA claims. The suitable seating violations (added to the *Murchison* PAGA claim for the first
25 time after the mediation as required by the settlement), however, are not part of the class claims. As
26 PAGA-only claims in the *Shuster* and *Martinez* complaints, the seating violations provide a useful
27 example of the deficiencies in Murchison’s support for the PAGA settlement. A review of the
28 evidence in support of the Settlement establishes that Plaintiff did no analysis of the “seating”

1 situations at each of the at least nine venues where Legends operated during the PAGA period in
2 California. (See *Mirzayan Dec.*, *passim*.) For example, *Shuster* and *Martinez* alleged different
3 violations of the seating requirements in IWC Wage Order 5. (See Request for Judicial Notice, Ex. 2
4 at ¶ 27-29 [*Martinez*] and Ex. 3 at ¶ 25 [*Shuster*].) Plaintiff’s counsel provides no information as to
5 whether Plaintiff determined if there was seating in reasonable proximity to work locations for periods
6 of work/paid rest time when standing is not necessary (IWC Wage Order 5, sec. 14(B)) to address the
7 violation alleged in *Shuster*; or to determine what workers within the 10,000 aggrieved employees
8 worked in positions during the PAGA period where they could have performed all or some of their
9 duties seated on a stool or chair (IWC Wage Order 5, sec. 14(A)), to address the seating violation
10 alleged in *Martinez*. Yet, without any explanation or justification, Plaintiff seeks to resolve both of
11 these claims for a portion of the mere \$40,000 allocated to PAGA in the Settlement.

12 **III. CONCLUSION**

13 For all of the foregoing reasons, the Court should not approve the Settlement in light of the
14 inclusion of the PAGA claims.

15 Dated: July 29, 2025

MOSS BOLLINGER LLP.

17 By: /s/ Dennis F. Moss
Attorneys for Scott Shuster