

MIRZAYAN LAW, APLC
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Attorneys for Plaintiff
DOMINGO MURCHISON

SUPERIOR COURT OF THE STATE 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,

v.

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, inclusive.

Defendant.

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

**ASSIGNED FOR ALL PURPOSES TO:
WILLIAM D. CLASTER; Dept.: CX-101**

Date: October 31, 2025
Time: 9:00 a.m.
Dept.: CX-101

**DECLARATION OF NATALIE MIRZAYAN,
ESQ. IN SUPPORT OF PLAINTIFF'S
REPLY TO OBJECTIONS OF REAL PARTY
IN INTEREST REGARDING MOTION FOR
APPROVAL OF SETTLEMENT
AGREEMENT**

Complaint Filed: December 6, 2021

1 I, Natalie Mirzayan, declare as follows:

2 1. I am an attorney at law, duly authorized to practice law before all of the courts of the State of
3 California and I am a shareholder at Mirzayan Law, A Professional Law Corporation. I am the
4 attorney for Plaintiffs, DOMINGO MURCHISON, and DAVINA BHULLAR (“Plaintiffs” or “Class
5 Representatives”) in this case. I submit this Declaration on behalf of the Plaintiffs in support of
6 Plaintiffs’ Reply to Objections of Real Party In Interest regarding Motion for Approval Settlement
7 I am familiar with the files, pleadings, and facts in this case and could and would competently testify
8 to the following facts on the basis of my personal knowledge.
9

10 2. On December 3, 2021, Plaintiff Domingo Murchison sent notice to the LWDA to exhaust
11 administrative remedies under the PAGA. On December 6, 2021, Plaintiff Domingo Murchison filed
12 this putative class action complaint in the Orange County Superior Court against MVP Event
13 Productions, LLC dba MVP Event Staffing and Gregory Fielding. The complaint asserted that
14 Defendants are liable for: (1) Failure to Pay Wages for All Hours worked, Including Overtime (Labor
15 Code sections 510, 1198, 1198); (2) Failure to Provide Meal Periods (Labor Code sections 226.7,
16 512); (3) Failure to Authorize and Permit Rest Periods (Labor Code section 226.7); (4) Failure to
17 Pay Minimum Wages (Labor Code sections 1182.12, 1194, 1197, 1107.1, and 1198); (5) Failure to
18 Provide Accurate Wage Statements (Labor Code Sections 226(a), 1174(d), 246(i)); (6) Waiting Time
19 Penalties (Labor Code sections 201, 202, 203); (7) Failure to Pay All Wages Timely During
20 Employment (Labor Code sections 201.3, 210); (8) Conversion; (9) Injunctive Relief; and (10)
21 Unfair Business Practices (Business and Professions Code sections 17200-17208).
22

23 3. On November 22, 2022, Plaintiff Domingo Murchison filed a First Amended Complaint. The
24 First Amended Complaint removed the Conversion claim and added a claim for penalties under the
25 Private Attorneys General Act.
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27 4. On April 21, 2023, Plaintiff Domingo Murchison filed a Second Amended Complaint, in
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1 which he added Defendant Legends Hospitality, LLC as a defendant. On June 26, 2023, Plaintiff
2 Domingo Murchison filed a Third Amended Complaint replacing a Doe defendant with Defendant
3 Legends Hospitality, LLC.

4 5. Prior to mediation, counsel for the respective Parties engaged in extensive discussions about
5 the strengths and weaknesses of the claims and defenses. Plaintiffs' statistical expert Sean Chasworth
6 at Phillips Fractor and Company, analyzed this information enabling Class Counsel to evaluate the
7 potential liability and damages for the Class Members. Based upon this information, Class Counsel
8 was able to act intelligently and effectively in negotiating the proposed Settlement.
9

10 6. Plaintiffs and Defendant undertook extensive mediation efforts, including attending all day
11 mediation on February 21, 2025 with well-respected mediator Honorable Judge Ann Jones, who is a
12 former magistrate judge in the United States District Court for the Central District of California and
13 former judge in Los Angeles Superior Court's complex division. The Parties did not reach a
14 settlement at that time, and Hon. Jones made a Mediator's Proposal, which the Parties subsequently
15 accepted. The Parties memorialized their agreement by signing the Agreement.
16

17 7. On April 11, 2023, Plaintiff Domingo Murchison submitted an amended notice to the LWDA
18 to identify Defendant Legends Hospitality, LLC as a Doe employer. On April 14, 2025, Plaintiff
19 Domingo Murchison and Davina Bhullar submitted an amended notice to the LWDA to add Ms.
20 Bhullar as a representative and include additional statutes they contend were violated. The operative
21 PAGA notice alleges violations of Labor Code sections 200, 201, 201.3, 202, 203, 204, 210, 226,
22 226.3, 226.7, 227.3, 233, 246, 246.5, 247.5, 351, 510, 512, 1194, 1197, 1197.1, 1198, 558, 2802 and
23 2810.5.
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25 8. As the schedule provided by Legends reflects, it is set about 7 months in advance. A true
26 and correct copy of the schedule provided by Legends is attached hereto as Exhibit "1".

27 I declare under penalty of perjury under the laws of the State of California that the
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1 forgoing is true and correct this 24th day of October 2025 in the state of California.

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6 Natalie Mirzayan
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EXHIBIT 1



Golden1 Credit Union
CENTER

2023-24 SCHEDULE

2023-24 SEASON PRESENTED BY
KAISER PERMANENTE.

OCTOBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
TOR* 5 PM	9	10	LAL* 7 PM	12	13	14
ESPN GSW* 6:30 PM	16	17	GSW* 7 PM	UTA* 7 PM	20	21
22	23	24	25	26	ESPN GSW 7 PM	28
LAL 6 PM	30	31				

NOVEMBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
			GSW 7 PM	2	3	HOU 5 PM
5	HOU 5 PM	7	POR 7 PM	9	OKC 7 PM	11
12	NBA TV CLE 7 PM	14	ESPN LAL 7 PM	16	ESPN SAS 4:30 PM	18
DAL 4:30 PM	NOP 5 PM	21	NOP 5 PM	23	MIN 5 PM	25
26	27	TNT GSW 7 PM	NBA TV LAC 7 PM	30		

DECEMBER 2023

SUN	MON	TUE	WED	THU	FRI	SAT
					1	NBA TV DEN 7 PM
3	IN-SEASON TOURNAMENT					9
10	BKN 7 PM	LAC 7:30 PM	13	OKC 7 PM	15	NBA TV UTA 7 PM
17	WAS 7 PM	19	NBA TV BOS 7 PM	21	PHX 7 PM	23
24	25	POR 7 PM	27	28	ATL 4:30 PM	30
31						

JANUARY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1	CHA 7 PM	2	ORL 7 PM	3	4
7	8	DET 4 PM	9	CHA 4 PM	10	11
14	15	PHX 6 PM	16	17	IND 7 PM	18
21	NBA TV ATL 7 PM	22	23	24	TNT GSW 7 PM	25
28	MEM 5 PM	29	30	MIA 4:30 PM	31	

FEBRUARY 2024

SUN	MON	TUE	WED	THU	FRI	SAT
				1	IND 4:30 PM	2
4	5	6	DET 7 PM	7	8	DEN 7 PM
11	12	13	PHX 7 PM	14	15	16
18	19	20	21	SAS 7 PM	22	23
25	NBA TV LAC 6:30 PM	26	MIA 7 PM	27	28	29

MARCH 2024

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	CHI 7 PM	4	5	LAL 7:30 PM	6	7
10	11	MIL 7 PM	12	ESPN LAL 7 PM	13	14
17	MEM 6 PM	18	19	TOR 4:30 PM	20	21
24	NBA TV PHI 7 PM	25	TNT DAL 7 PM	26	27	28
31					NBA TV DAL 7 PM	30

APRIL 2024

SUN	MON	TUE	WED	THU	FRI	SAT
	1	TNT LAC 7 PM	2	3	4	5
7	8	OKC 5 PM	9	10	TNT NOP 7 PM	11
14					NBA TV PHX 7:30 PM	12
						13



HOME AWAY *PRESEASON

IN-SEASON TOURNAMENT

All times Pacific Time. All games broadcast on Sactown Sports 1140.