



Dennis F. Moss
Tel: 310.982.2984 Fax: 818.963.5954
dennis@mossbollinger.com

June 13, 2025

VIA EMAIL AND LWDA ONLINE FILING

Michael Smith (MLSmith@dir.ca.gov)
Annette Kirkham (AKirkham@dir.ca.gov)
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Re: *Domingo Murchison v. MVP Event Productions, LLC, et al.*, Orange County Superior Court Case No. 30-2021-01234789-CU-OE-CXC; LWDA-CM-855809-21

Dear Mr. Smith and Ms. Kirkham and the LWDA:

We are writing as counsel for Scott Shuster (“Shuster”), the state’s proxy in *Shuster v. Legends Hospitality, Inc.*, Los Angeles Superior Court Case No. 22STCV32193. This letter also references the PAGA claims of Trinity Martinez (“Martinez”) and Demetrius Crook (“Crook”) in *Martinez v Legends Hospitality, LLC*, Orange County Superior Court Case No. 30-2024-01380394-CU-OE-CXC, and *Crook v. Legends Hospitality, LLC et al.*, Los Angeles Superior Court Case No. 23STCV24567. The *Shuster* and *Crook* cases are class and PAGA actions. The Orange County *Martinez* case is a PAGA-only action; however, Martinez has a separate class action pending in Los Angeles County. Crook and Martinez are represented by other counsel who are copied on this letter.

The purpose of this letter is to draw your attention to a terrible class and PAGA Settlement being presented for approval in *Murchison v. MVP Event Productions, LLC, et al.*, Orange County Superior Court Case No. 30-2021-01234789-CU-OE-CXC (“*Murchison*”) that, if approved, disservices the State’s interests in the fulfillment of the promise of PAGA when private citizens are deputized to responsibly advocate on behalf of the State. The Settlement also purports to settle claims set forth in an April 14, 2025 letter sent to the LWDA by Murchison, before the LWDA has decided whether or not it is going to investigate, in Case No. LWDA-CM-855809-21.

Aside from the lawsuits referenced above, another case that is relevant to our position is *Bates v. MVP Event Productions, LLC* (“*Bates*”), Sacramento Superior Court Case No. 34-2022-00317653-CU-OE-GDS which previously settled related PAGA claims for a subset of people who performed work for Legends Hospitality, Inc. (“Legends”) through a staffing agency.

Relevant Chronology

1. December 3, 2021: Original *Murchison* PAGA Letter filed alleging claims against MVP Event Production, LLC., dba MVP Event Staffing et al. The letter did not name or allude to Legends in any way.
2. December 6, 2021: *Murchison* Complaint filed with the Orange County Superior Court against MVP Event Production, LLC. et al. The lawsuit did not name or allude to Legends in any way.
3. March 23, 2022: Plaintiff Bates files a PAGA letter against MVP Event Production, LLC and Legends on behalf of employees of MVP Event Production, LLC assigned to Legends' events.
4. April 1, 2022: *Bates* Complaint is filed in Sacramento Superior Court. Legends is named as one of the defendants. Eventually, a plaintiff named Johnson is added to the *Bates* case. He dismissed a separate case against the same defendants.
5. September 29, 2022: Shuster files a PAGA Letter against Legends.
6. October 3, 2022: *Shuster* Complaint is filed in Los Angeles Superior Court.
7. October 25, 2022: First Amended Complaint filed in *Bates* adding a PAGA Cause of Action and Johnson as a plaintiff.
8. November 22, 2022: *Murchison* files First Amended Complaint with PAGA claim. The *Murchison* FAC does not name Legends as a Defendant.
9. December 5, 2022: First Amended Complaint filed in *Shuster* adding PAGA claim.
10. February 2, 2023: Final Approval of a Class and PAGA settlement in *Hightower, et al v. Legends*, Santa Clara Superior Court Case No. 18CV328576 is granted, settling PAGA claims for the period May 17, 2014 - August 20, 2021.
11. February 3, 2023: Crook files a PAGA letter against Legends.
12. April 11, 2023: Murchison files an amended letter with the LWDA that adds Legends Hospitality as an employer for the first time.
13. April 21, 2023: Before the LWDA acts on the April 11, 2023 letter, *Murchison* files a Second Amended Complaint naming Legends as a defendant.
14. June 23, 2023: Murchison files a Third Amended Complaint replacing a Doe Defendant with Legends.
15. July 12, 2023: *Bates* parties attend mediation.

16. October 9, 2023: *Crook* Complaint is filed in Los Angeles Superior Court.
17. December 19, 2023: First Amended Complaint is filed in *Crook* adding PAGA claims.
18. December 21, 2023: *Bates* Settlement reached.
19. February 16, 2024: *Martinez* Complaint filed in Orange County Superior Court.
20. April 18, 2024: Unsuccessful Mediation held in *Shuster*.
21. July 31, 2024: Second Amended Complaint filed in *Bates*.
22. January 10, 2025: Final Approval Order in *Bates* settling PAGA claims on behalf of persons who were staffed to Legends by the “MVP” entity, including Murchison.
23. February 21, 2025: *Murchison* parties attend mediation
24. April 14, 2025: Second Amended PAGA letter submitted by Murchison adding theories that appeared in the other cases, but never before in previous filings by Murchison with the LWDA. The letter also added another aggrieved employee, Davina Bhullar.
25. April 15, 2025: *Murchison* settlement executed by Murchison.
26. May 23, 2025: *Murchison* Motion for Preliminary Approval filed.
27. July 18, 2025: *Murchison* Motion for Preliminary Approval scheduled to be heard.

Purpose of This Letter

Our goal in writing this letter is to have the LWDA take steps to thwart the effort of Murchison and Bhullar to be deputized to litigate and settle any PAGA claims alleged in the original, and the first and second PAGA letters it filed with the LWDA. Preliminarily, the LWDA should commence an investigation of the most recent April 14, 2025 letter, and until that investigation is concluded, refrain from deputizing Murchison and Bhullar to pursue newly alleged violations set forth in the April 14, 2025 letter to the LWDA.

IMPORTANTLY THE 65-DAY NOTICE PERIOD EXPIRES ON June 18, 2025.

We also ask that the LWDA express to the Court in *Murchison*, before and at the scheduled settlement approval hearing, an opinion based on the inadequate record before the Court, that the Court should not approve the *Murchison* settlement.

Our clients, Shuster, Crook, and Martinez, are hopeful that your attention to this matter will, along with other materials submitted to the Court, inform the Court’s analysis in assessing the *Murchison* Settlement and lead to its rejection. In that process, we believe the Court should find

that Murchison, Bhullar and their counsel are inadequate, and should not be representing the LWDA or the class in that case. Finally, we seek the LWDA's endorsement of Shuster, Crook, and Martinez and their counsel, Moss Bollinger LLP, Setareh Law Group, and Blumenthal Nordrehaug Bhomik De Blouw LLP to pursue the claims they have previously been deputized to pursue to the exclusion of the plaintiffs and counsel for the plaintiffs in *Murchison*.

LWDA'S AUTHORITY TO TAKE ACTION NOW IN CONNECTION WITH THE RECENTLY FILED AMENDED PAGA LETTER

As indicated above, on April 14, 2025, Murchison filed a Second Amended PAGA letter, a day before she signed the Settlement Agreement that, subject to court approval, settled her PAGA and Class claims. The Amended PAGA letter added a new aggrieved party, and added unique violations based on discrete facts that had not previously been alleged by Murchison, but had been alleged in the PAGA letters in the other cases including, but not limited to nonreimbursement of business expenses, unpaid tips, failure to provide suitable seating, rest break violations due to time walking to and from rest break areas, unpaid work time arising from COVID temperature checks and undergoing security checks, and failure to pay all final wages upon seasonal layoffs in violation of Labor Code § 201.

The time for the LWDA to act on Murchison's latest amended PAGA letter, per Labor Code § 2699.3(a)(2)(A), expires on June 18, 2025. Given that *Murchison* has settled the added PAGA claims and the previously asserted PAGA claims without establishing a factual basis supported by objective evidence for settling any PAGA claims for 0.000067% of Murchison's counsel's estimate of PAGA exposure on only some of the claims, the LWDA needs to take action. We ask that the LWDA provide notice to Murchison, Bhullar and their counsel pursuant to Labor Code § 90.6 that all issues remain subject to the investigation and jurisdiction of the LWDA and Labor Commissioner, and they should, therefore, refrain from pursuing their PAGA claims in court. The basis for this position is the failings of the Settlement Murchison negotiated, the obvious failure of Murchison and Bhullar to adequately investigate any PAGA claims including those in the latest amended PAGA letter, and their failure to take seriously their roles pursuant to PAGA. The Notice should advise that the LWDA will be commencing an investigation of the alleged Labor Code violations identified in the April 14 Amended PAGA letter as well as any other potential violations of the Labor Code, applicable Wage Orders of the Industrial Welfare Commission or applicable local minimum wage or overtime laws committed by Legends.

The propriety of the LWDA taking this position is enhanced by the fact that other aggrieved employees, represented by experienced counsel who have been deputized by the LWDA in connection with the claims against Legends, have asserted the same claims asserted by Murchison and Bhullar, and have taken their roles seriously.

LWDA'S RIGHT TO OBJECT TO THE SETTLEMENT

Aside from providing the aforementioned notice to Murchison, Bhullar and their counsel, the LWDA should provide the Court with its views on the Settlement. Since the inception of PAGA, the LWDA has had a critical responsibility: the responsibility of oversight of the settlements negotiated by its proxies, a role hampered by the inadequacy of resources to effectively carry out

that oversight in connection with the vast majority of settlements. In *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, the California Supreme Court recently clarified the rights of the LWDA and plaintiffs in overlapping PAGA actions to comment on PAGA settlements. While the California Supreme Court held that plaintiffs in overlapping PAGA actions cannot intervene, the Court emphasized the LWDA still has oversight over settlement and a PAGA plaintiff has a right to assist the LWDA in that function:

Nor does our opinion foreclose other ways in which ‘deputized PAGA plaintiffs [may] assist[]’ both courts and ‘the LWDA with [their settlement oversight] function.’ [Citation omitted.] Courts, in evaluating the adequacy and fairness of proposed PAGA settlements remain free to exercise discretion to consider arguments and evidence informally offered by plaintiff pursuing overlapping PAGA claims in separate actions. ...

Plaintiffs in overlapping PAGA actions may also inform the LWDA of their concerns about proposed settlements. *Turrieta* and *Lyft*, although asserting that the state itself has no right to formally involve itself in a PAGA action, concede that the LWDA may informally submit comments on the fairness of proposed settlements and that courts have discretion to consider such comments. We agree with this concession, because we conclude the statutory requirement that proposed settlements “be submitted to the [LWDA] at the same time” they are “submitted to the court” for review and approval (§ 2699, former subd. (1)(2)) necessarily implies, at minimum, that the LWDA may offer comments to courts on proposed settlements and that courts have discretion to consider such comments.

Turrieta, 16 Cal.5th at 706-707. Accordingly, we urge the LWDA to take action and, to that end by this letter, we seek to assist the LWDA in exercising its oversight over this inadequate and suspect settlement.

The hearing on Murchison’s motion to approve the PAGA settlement is, as set forth above, scheduled for July 18, 2025. If the LWDA requires additional time to investigate the propriety of the Settlement, we encourage you to notify the Court to request additional time to provide your comments.

BACKGROUND OF *MURCHISON* AND OTHER ACTIONS

Legends is a hospitality industry employer that intermittently employs workers at events held at no less than nine stadium and concert venues in California, including North Island Amphitheatre in San Diego, So-Fi Stadium, the Los Angeles Coliseum, Banc of California Stadium, and You Tube Theatre in Los Angeles County, Angel Stadium in Orange County, Shoreline Amphitheater in Mountain View, Toyota Amphitheatre in Wheatland, Five Point Amphitheatre in Irvine, Golden One Centre (Arena) in Sacramento, and the Glen Helen Amphitheatre in San Bernardino. Plaintiff Shuster has primarily worked for Legends as a bartender at what Legends has considered his home venue, which is BMO Stadium.

The *Murchison* Filings

Attached hereto as **Exhibit A** hereto is the Declaration of Natalie Mirzayan in support of the Motion for Preliminary Approval. Attached as exhibits to the Mirzayan Declaration among other things is the negotiated settlement (Ex. 1), copies of the original December 3, 2021 letter to the LWDA, the First amended letter to the LWDA dated April 11, 2023, the recently filed April 14, 2025 letter to the LWDA (all attached as Ex. 3), and the yet to be filed Fourth Amended Superior Court Complaint that incorporates the claims added to the April 2025 LWDA letter that had not appeared in the previous Complaints (Ex. 2). Filing the Fourth Amended Complaint is a condition of the Settlement.

Attached hereto as **Exhibit B** is the *Murchison* Motion for Preliminary Approval.

The PAGA letters in *Shuster* and *Martinez* are attached hereto as **Exhibits C and D**. We do not have a copy of the Crook letter but it should be available to you in the LWDA database.

Long before the April 14, 2025 Amended PAGA letter filed by Murchison added PAGA claims arising from the failure of Legends to reimburse aggrieved employees for expenses they incur as employees of Legends under Labor Code § 2802, added PAGA claims for violation of Labor Code § 201 on account of the late payment of wages at the end of seasonal employment that were not derivative of other claims, added suitable seating claims, and added claims based on violations of Labor Code § 351, the *Shuster*, *Crook* and/or *Martinez* letters to the LWDA properly asserted those violations and the PAGA Causes of Action in their court actions covered these claims.

It is clear from the post-mediation addition of claims to the *Murchison* PAGA letter and proposed amended Fourth Amended Complaint, that the addition of claims arising from violations of Labor Code § 2802, § 201 on account of seasonal layoffs, and § 351, that Murchison capitulated to demands by Legends to wipe out claims Murchison did not ever consider or look into that were being litigated in the other cases. One has to look no further than Murchison counsel's declaration to see that she took no steps to determine the strength of these or the other PAGA claims she settled.

MURCHISON DID NOT PROVIDE ANY, LET ALONE SUFFICIENT, EVIDENTIARY SUPPORT FOR THE PAGA SETTLEMENT

Plaintiffs Murchison and Bhullar bear the burden of providing the district court with **sufficient evidence** from which the court can ensure 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, Inc.* (2021) 72 Cal. App. 5th 56, 77. Although the *Murchison* Motion is provided with this letter, repeated below are salient excerpts from the Motion and counsel declaration that summarize "facts" upon which Murchison based her claims and the basis of the Murchison's decision to settle.

Description of the claims as set forth in the Motion:

The Mirzayan Declaration provides no evidence from which the Court can assure 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.”

Preliminarily, any assessment of fairness, reasonableness, and adequacy of a settlement must take a look at potential exposure relative to the settlement amount. Here, Murchison’s counsel calculated PAGA exposure at \$592,676,250. (Exhibit A [Mirzayan Decl.] ¶ 22.) Despite providing feeble and unsupported excuses for discounting other claims based on no more than Legends’ assertions, and wild assumptions, Murchison provided absolutely no basis for discounting the PAGA claims, claims that are not subject to the certification discounting that applied to the non-PAGA claims. Significantly, one of the PAGA claims, the suitable seating claim is not a subject covered by the class claims. It is particularly troubling that there was no analysis of the various seating circumstances at each of the venues before settling for pennies per workweek for all violations combined. The PAGA settlement amounted to \$40,000 – 0.000067% of the incomplete exposure analysis.

It cannot be lost on the court or the LWDA that there are a significant number of different types of violations being addressed in the PAGA release and Settlement negotiated by Murchison, all with the potential deterrent-inducing potential of \$100 per work week, per violation. The PAGA settlement set forth in the *Murchison* Settlement provides for \$0.078 (seven point eight cents) per week for all violations. The Settlement indicates at Section 4.1 there are 10,469 aggrieved employees who worked a total of 508,470 PAGA Pay Periods. Dividing the \$40,000 allocated in the Settlement by 508,470 PAGA pay periods works out to 7.8 cents per week.

Significantly, this settlement occurred shortly after a previously undervalued settlement in *Hightower v. Legends* discounted settled PAGA claims against Legends for less than 1% of exposure. There, the plaintiff calculated exposure at \$21,719,100, but then discounted the likely recovery to \$1,357,444 to account for risk factors and allocated \$40,000 to PAGA in the settlement (or 0.03% of the likely recovery). Clearly, the deterrence goal of PAGA is not realized if employers, after settling a case can without interruption keep on violating the law with impunity knowing that some plaintiffs’ lawyer out there will settle a case alleging those same claims without taking any steps to determine its true value.

With no evidence provided supporting a PAGA Settlement for under 10 cents per PAGA pay period that encompasses a variety of violations, there is more than sufficient cause for the LWDA to issue a Notice indicating that it will be assuming jurisdiction over the April 14, 2025 Amended PAGA Notice violations. The LWDA has been put on notice through the inadequate support for the Settlement that the *Murchison* plaintiffs and their counsel are not to be trusted as the State’s deputies.

The Assertions to Support the *Murchison* Settlement Per the Approval Motion:

There is no description of any formal discovery conducted in *Murchison* other than the following:

Class Counsel obtained substantial payroll and other data related to Class Members for mediation purposes, through formal and informal discovery, including but not limited to, propounding written discovery requests and interrogatories, and production of documents. Class Counsel obtained Defendant's employee handbook, all relevant wage and hour policies and procedures during the class period, collective bargaining agreements, time and payroll records, tip and other data, venue event schedules, sample meal break waivers, exemplars of time edit authorization forms, total number of class members during the class period, and other statistics.

(Mirzayan Decl. ¶ 11.) Murchison's counsel never explains what the evidence showed or what her investigation, to the extent she conducted any, uncovered. Instead, she bases her discounting of claims on Legends's defenses, repeatedly using phrases like "Legends contends that..." or "Legends also argues that ..." (*See id.* ¶¶ 16-21.) At no time does Murchison's counsel challenge any of Legends' arguments or provide evidence confirming Legends' contentions.

On the claim for unreimbursed expenses, for example, (a claim Shuster, Crook and Martinez alleged and that Murchison added to her Amended PAGA letter in April 2025)—and for which Murchison could not have conducted any formal discovery as this claim was not alleged until after the settlement was reached—Murchison provided the following explanation for the valuation and discounting of the claim:

- "Legends contends that it provides employees with adequate complimentary parking, for some venues according to a collective bargaining agreement, and **tools to communicate as well as schedules communicated verbally and via paper postings, and therefore employees were not required to incur expenses related to cellphones to perform their work or for scheduling purposes.** Legends also argues that **this claim is not suitable for class treatment because it will require individualized determinations as to whether each employee chooses to park where fees are required or to use a cellphone and the reason for doing so,** as well as whether employees ever notified Legends that these expenses were incurred **and whether employees actually incurred costs (rather than, for example, a family member paid for their data plan).** Accordingly, Plaintiffs discounted the maximum exposure by 85% for the risk of non-certification, and an additional 85% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of \$70,406.30." (Mirzayan Decl., ¶ 16.)

Absent from Mirzayan's declaration is any actual evidence. In *Shuster*, where this claim has been pending for years and over which there has been significant discovery and follow up investigations, including interviews of putative class members, evidence has been developed that there are over 10,000 aggrieved employees who have worked at events intermittently for

Legends, who do not show up at work locations except on event days, who are inundated with email and text communications between events, and that there have been over a million emails exchanged between Legends and their employees during the class period. The subjects of the email exchanges have included, but have not been close to limited to company policies, event specific requirements, schedule changes, start times, demands that employees confirm by email previous commitments to work at upcoming events, requests to work, dress code requirements, parking instructions, information regarding required certifications and upcoming trainings/orientations, and emails at some locations containing letter attachments indicating end of season discharges. The interviews have established that the necessity of aggrieved employees to have electronic devices and related plans as part of their employment extends across all venues. Moreover, there is no legal basis for *Murchison*'s discounting of this claim because of the potential that a family member paid for a class member's data plan. The California Court of Appeal rejected that notion over a decade ago. *Cochran v. Schwan's Home Serv., Inc.* (2014) 228 Cal. App. 4th 1137, 1144 ("If an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for purposes of section 2802. It does not matter whether the phone bill is paid for by a third person, or at all. In other words, it is no concern to the employer that the employee may pass on the expense to a family member or friend, or to a carrier that has to then write off a loss.").

Importantly, one of PAGA's stated goals is to even the playing field between employers and not give scofflaws an unfair advantage over competitors who abide by the law. One of Legend's major competitors in the event day food and beverage industry provides a monthly allowance to its intermittent work force members for their cell phone use to receive and send communications related to their work between events.

The failure to challenge, let alone research, the viability of Legends' asserted arguments and defenses, and simply take them at face value, is indicative of the lack of diligence with which *Murchison*'s counsel approached the negotiation of each claim she poached from other pending class and PAGA actions without any amount of investigation into their merits.

Shuster, Crook, Martinez, and their counsel have diligently investigated the claims in their case and uncovered systematic thwarting of California labor laws supported by evidence. The *Murchison* settlement never took into account any evidence which demonstrates systematic violations by Legends.

More significantly, a "deputy" of the LWDA has proven that he and his counsel are prepared to sell out the State and aggrieved employees for an unconscionably small amount of money without any evidence to support the required conclusion that the settlement is "fair, reasonable and adequate." Given that failing, it is imperative that the LWDA step in, in any way that it can.

MURCHISON HAS NO AUTHORITY TO SETTLE PAGA CLAIMS BECAUSE HER PAGA CLAIMS WERE EXTINGUISHED IN THE BATES SETTLEMENT

Murchison was part of the class in the *Bates* class defined as individuals who were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC, and performed work for Legends Hospitality, LLC, whether as an employee or independent contractor during the class period

which ended in 2023. Murchison opted out of the class aspect of the settlement, however, pursuant to California law, he could not opt out of the PAGA part of the settlement. Accordingly, Murchison's PAGA claim was extinguished by the *Bates* settlement which releases claims against Legends who performed any work for Legends for the relevant period so long as they were staffed through *MVP Productions*.

In contrast, Shuster was not in the *Bates* class (nor was he an aggrieved employee covered by that settlement) because he was not staffed to Legends by MVP Event Productions, LLC.

The *Bates* Settlement provided that: "'Aggrieved Employee(s)' means all individuals who were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee or independent contractor, at any time during the PAGA Claim Period." The PAGA Claim Period ran from March 23, 2021 to December 22, 2023, a period which encompassed the entire period Murchison was staffed to work for Legends through MVP Event Productions, LLC (August 2021 until October 2021).

Because the entire period of Murchison's employment was encompassed in the Settlement of the PAGA claims in *Bates*, Murchison has no authority to settle or pursue PAGA claims against Legends in *Murchison*. At a minimum, the PAGA claims should be pursued by aggrieved employees like Shuster, Crook and Martinez, who have standing to assert those claims.

MURCHISON MISREPRESENTED TO THE COURT THAT THE TIME FOR THE LWDA TO RESPOND TO THE APRIL 14, 2025 LETTER HAS EXPIRED

Murchison's counsel attests in her declaration dated May 23, 2025, that: "As of the filing of this declaration, the LWDA did not respond to any of the notices within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private Attorneys General on all alleged PAGA claims." (Mirzayan Decl. ¶ 6; Approval Motion at pp. 5-6.) That statement is false as the time for the LWDA to respond to the April 14, 2025 amended notice is June 18, 2025. The LWDA still has time to act and should.

THE NEED FOR THE LWDA TO GET INVOLVED

As set forth above, *Turrieta* opens the door to LWDA involvement in the PAGA Settlement approval process. As part of the LWDA's oversight role, the LWDA should not remain silent when it is brought to the LWDA's attention that a settlement subject to an approval motion does not meet the *Moniz* standard that requires the settlement to be "**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.**" (Emphasis added). Courts frequently place weight on the failure of the LWDA to weigh in on a settlement, suggesting that it is a tacit endorsement of the Settlement. E.g., *Echavez v. Abercrombie & Fitch Co., Inc.* (C.D. Cal. Mar. 23, 2017) 2017 WL 3669607, at *3 (court inferred the LWDA's non-response as "tantamount to its consent to the proposed settlement terms, namely the proposed PAGA penalty amount."); *Jennings v. Open Door Mktg., LLC* (N. D. Cal. Oct. 3, 2018) 2018 U.S. Dist. LEXIS 171356, at *27 ("Plaintiffs submitted the settlement agreement to the LWDA, and the LWDA has not objected to the settlement.").

June 13, 2025

Page 11 of 11

In a context where the LWDA has deputized multiple plaintiffs to address the Labor Code violations of the defendant, and the parties to *Murchison* have been less than candid with the Court, it is imperative the LWDA raise these issues with the court to vindicate the role of PAGA in the lives of California working men and women.

Very Truly Yours,

/s/Dennis F. Moss

Dennis F. Moss
Moss Bollinger, LLP

cc: Counsel for Defendant Legends Hospitality
Eugene Ryu (via email: Gene.Ryu@klgates.com)
Penny Chen Fox (via email: Penny.Fox@klgates.com)
Alison Hamer (via email: Alison.Hamer@klgates.com)

Counsel for Plaintiff Murchison
Natalie Mirzayan (via email: mirzayanlaw@outlook.com)

Counsel for Plaintiff Crook
Shaun Setareh (via email: shaun@setarehlaw.com)
Thomas Segal (via email: thomas@setarehlaw.com)

Counsel for Plaintiff Martinez
AJ Bhowmik (via email: AJ@bamlawca.com)
Jeffrey Herman (jeffrey@bamlawca.com)