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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: HON.
William Claster; Dept.: CX-101

Date: October 2, 2026
Time: 9:00 a.m.
Dept.: CX-101

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
FOR PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES ONLY

Complaint Filed: December 6, 2021

On October 2, 2026, at 9:00 a.m., the Honorable William Claster considered Plaintiffs DOMINGO MURCHISON, and DAVINA BHULLAR's ("Plaintiffs" or "Class Representatives") unopposed Renewed Motion for Preliminary Approval of Class Action and PAGA Settlement and Provisional Class Certification for Settlement Purposes only, the Class Action and PAGA Settlement Agreement ("Agreement"), the Class Notice, and the documents submitted in support of this Motion. Having considered the Motion and all supporting legal authorities and documents, the Court orders as follows:

IT IS HEREBY ORDERED THAT:

1) This Order incorporates by reference the definitions and terms in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement"), attached as Exhibit 1 to the Declaration of Natalie Mirzayan, as amended by Addendum No. 1 ("Addendum"), attached as Exhibit 2 to the Declaration of Natalie Mirzayan. All defined terms have the meanings stated in the Agreement as amended by the Addendum;

2) Plaintiffs are granted leave to file the proposed Fourth Amended Complaint attached to the Declaration of Natalie Mirzayan as Exhibit 3. The Fourth Amended Complaint shall be filed within five (5) court days after entry of this Order.

3) The Court GRANTS Preliminary Approval of the proposed Class Action Settlement in this Action;

4) For Settlement purposes only, the Court certifies the following Class:

All individuals who were employed by Legends Hospitality, LLC in the State of California on a non-exempt basis at any time during August 21, 2021 through April 28, 2025.

5) For Settlement purposes only, the Court certifies the following Tip Class:

All individuals who were employed by Legends Hospitality, LLC in the State of California who were or are eligible to receive tips during August 21, 2021 through April 28, 2025.

6) For Settlement purposes only, the Court also GRANTS Approval of the proposed PAGA Settlement in this Action on behalf of all "Aggrieved Employees", defined as follows:

All individuals who were employed by Legends Hospitality, LLC in the State of California on a non-exempt basis at any time during September 18, 2021 through April 28, 2025.

1 7) The Court preliminarily appoints Plaintiffs, DOMINGO MURCHISON, and DAVINA
2 BHULLAR, as the Class Representatives, and Natalie Mirzayan of Mirzayan Law, APLC as Class
3 Counsel;

4 8) The Court hereby preliminarily approves the proposed class settlement upon the terms and
5 conditions set forth in the Agreement as amended by the Addendum. The Court finds that on a
6 preliminary basis the Settlement appears to be within the range of reasonableness of settlement that
7 could ultimately be given final approval by the Court. It appears to the Court on a preliminary basis
8 that the Settlement amount is fair, adequate, and reasonable as to all potential Class Members and
9 Aggrieved Employees when balanced against the probable outcome of further litigation relating to
10 liability and damages issues. It further appears to the Court that the Settlement at this time will avoid
11 substantial prolonged and costly litigation, as well as the risks that would be presented by further
12 prosecution of the Action. It further appears that the Settlement has been reached as the result of
13 intensive, non-collusive, arms-length negotiations utilizing a highly experienced third party neutral;

14 9) The Court approves, as to form and content, the Class Notice attached as Exhibit A to the
15 Agreement;

16 10) The Court directs the mailing of the Class Notice by first-class mail to the Class Members in
17 accordance with the schedule and procedure set forth in the Agreement and this Order. The Court
18 finds that the procedure meets the requirements of due process, provides the best notice practicable
19 under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice;

20 11) The Court preliminarily approves the Gross Settlement Amount of Eight Hundred Fifteen
21 Thousand Dollars and No Cents (\$815,000.00). The Gross Settlement Amount shall fund Individual
22 Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class
23 Counsel Litigation Expenses, Class Representative Service Payments, and Administration Expenses.
24 Defendant shall separately pay any required employer payroll taxes and unemployment-insurance
25 obligations;

26 12) The Court preliminarily approves the Class Representative Service Payment, \$10,000.00 to
27 Davina Bhullar and \$15,000.00 to Domingo Murchison, to be paid from the Gross Settlement
28 Amount (“Class Representative Service Payment”);

1 13) The Court preliminarily approves Class Counsel's request for attorneys' fees not to exceed
2 forty percent (40%) of the Gross Settlement Amount, or Three Hundred Twenty-Six Thousand
3 Dollars (\$326,000.00), and Litigation Expenses not to exceed \$50,000.00 as supported by invoices;

4 14) The Court preliminarily approves the payment of Eighty Thousand Dollars (\$80,000.00) from
5 the Gross Settlement Amount to settle the Released PAGA Claims. Sixty Thousand Dollars
6 (\$60,000.00), representing seventy-five percent (75%), shall be paid to the LWDA, and Twenty
7 Thousand Dollars (\$20,000.00), representing twenty-five percent (25%), shall be distributed to
8 Aggrieved Employees pro rata based on PAGA Pay Periods as provided in the Agreement as
9 amended;

10 15) The Court appoints Apex Class Action Administration as the Administrator and preliminarily
11 approves Administration Expenses not to exceed Thirty-Two Thousand Five Hundred Dollars
12 (\$32,500.00), except upon a showing of good cause and further Court approval;

13 16) The Court preliminarily approves the allocation of ninety-five percent (95%) of the Net
14 Settlement Amount according to Class Period Workweeks and five percent (5%) according to Tip
15 Class Period Workweeks;

16 17) Participating Class Members will release the Released Class Claims, and Participating Class
17 Members who are Tip Class Members will release the Tip Class Released Claims, only upon entry
18 of final judgment and the Effective Date, in accordance with the Agreement as amended. Class
19 Members who timely request exclusion will not release those class claims;

20 18) "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or
21 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
22 PAGA Notices, which occurred during the PAGA Period during employment by Defendant in a non-
23 exempt position in California. Aggrieved Employees cannot opt out of Released PAGA Claims.
24 Released PAGA Claims specifically includes claims for PAGA penalties premised on claims for
25 unpaid wages, failure to timely pay wages upon separation or termination from employment, failure
26 to timely pay wages during employment, non-compliant meal periods, non-compliant rest periods,
27 failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for
28 business expenses, failure to distribute all tips, failure to provide suitable seating, and claims for

1 interest, penalties (including but not limited to waiting time penalties), or premiums in connection
2 therewith, as well as claims for PAGA penalties premised on any claims under California Labor Code
3 sections 510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 351, 512, 226(a), 1174(d), 201–203, 201.3,
4 204, 210, and 2802; California Code of Regulations, title 8, section 11070(14) (failure to provide
5 seating); and California Industrial Welfare Commission Wage Orders that were alleged or could have
6 been alleged under the same or similar facts, allegations, or claims pleaded in the Actions or PAGA
7 Notices, together with derivative claims for injunctive relief, declaratory relief, restitution, fraudulent
8 business practices, or punitive damages.

9 19) The Court directs Defendant to produce to the Administrator with the “Class Data” for
10 Class Members which contains identifying information in Legend’s possession including the Class
11 Member’s name, last-known mailing address, Social Security number, the dates of employment and
12 total number of Class Period Workweeks and PAGA Period Workweeks, and any other information
13 identified in the Agreement, within ten (10) days after the Court grants preliminary approval of this
14 Settlement;

15 20) The Administrator shall mail, by U.S. first class mail, the Notice to Class Members no
16 later than seven (7) days of receipt of the Class Data from Defendant. The Administrator shall, no
17 later than seven (7) days prior to the date by which Plaintiffs are required to file their Motion for
18 Final Approval of the Settlement, provide counsel for Defendant and Class Counsel with a
19 declaration attesting to the completion of the Notice process, as set forth in the Agreement, including
20 an explanation of efforts to resend of any returned Notices, as well as the number of opt-outs,
21 objections and deficiencies which the Administrator received;

22 21) The deadline for submitting Requests for Exclusion from the settlement shall be sixty (60)
23 calendar days from the date on which the Notice is mailed to Class Members;

24 22) The deadline to file written objections to the class settlement shall be sixty (60) calendar
25 days after the date which the Notice is mailed to Class Members;

26 23) Class Counsel and Counsel for Defendant shall file any responses to any written objections
27 submitted to the Court at least five (5) court days before the Final Fairness and Approval Hearing;

28 24) The Fairness and Final Approval Hearing shall be held with the Court on _____,

1 approximately 120 days following the Court's granting of preliminary approval of the class
2 settlement, at _____ a.m. in Department CX-101 of the above-entitled Court to determine (1)
3 whether the proposed settlement is fair, reasonable and adequate and should be finally approved by
4 the Court; (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of
5 incentive award to the Class Representatives; and (4) costs for class administration;

6 25) In the event the Settlement does not become effective in accordance with the terms of the
7 Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become
8 effective for any reasons, this Order shall be rendered null and void and shall be vacated, and the
9 Parties shall revert to their respective positions immediately prior to their agreement to settle. The
10 Parties will be free to assert any claim or defense that could have been asserted prior to their
11 agreement to settle.

12 **IT IS SO ORDERED.**

13
14 Dated: _____

Honorable William Claster