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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: HON.
WILLIAM CLASTER; Dept.: CX-101

Date: December 19, 2025
Time: 9:00 a.m.
Dept.: CX-101

SUPPLEMENTAL BRIEF ISO PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND FOR
PROVISIONAL CLASS CERTIFICATION
FOR SETTLEMENT PURPOSES ONLY

Complaint Filed: December 6, 2021

1 **I. INTRODUCTION**

2 Plaintiffs Domingo Murchison and Davina Bhullar, on behalf of themselves, the Proposed
3 Class Members, and Aggrieved Employees (collectively “Plaintiffs”) (Defendant and Plaintiffs are
4 collectively referred to as the “Parties”) hereby respectfully submit this Supplemental Brief in
5 Support of Plaintiff’s Motion for Preliminary Approval of the proposed class and PAGA settlement
6 in compliance with the Court’s November 4, 2025 Minute Order (“Order¹”). The Parties have revised
7 the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement²”) and
8 the Class Notice (“Notice”). The redlined version of the Agreement and the Notice tracking edits
9 from the originals are attached as **Exhibits “4-5”** respectively to the Supplemental Declaration of
10 Natalie Mirzayan, ¶ 4.

11 The topic headings set forth below track the topics and questions identified by the Court as set
12 forth in the Order.

13 **II. RESOLUTION OF ISSUES IN THE SETTLEMENT AGREEMENT.**

14 **1. Other Than *Shuster, Martinez, And Crooks*, Are The Parties Aware Of Any Cases That**
15 **May Be Affected By This Settlement?**

16 The Parties are not aware of any cases other than *Shuster, Martinez, and Crook* that may be
17 affected by this settlement.

18 **2. The agreement separately defines “Class Members” and “Tip Class Members.” However,**
19 **the agreement then appears to combine the two into a single “Class Members” reference, such**
20 **as repeated references to “Participating Class Members” even though the definition of “Class**
21 **Members” does not include “Tip Class Members.” Please ensure the agreement properly refers**
to and distinguishes between the two classes as necessary. In particular, and without limitation,
it appears that “Participating Class Members” release the “Tip Class Released Claims,” even
though “Participating Class Members” are a subset of “Class Members,” and thus have no tip-
related claims to release.

22 The Agreement has been revised accordingly.

23 **3. Please provide 60 days, rather than 45, for opt-outs, objections, and workweek disputes.**

24 The Agreement and Notice have been revised accordingly.

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¹ Mirzayan Supp. Decl., ¶ 2, **Exhibit “1”**.

28 ² Mirzayan Supp. Decl., ¶ 3, **Exhibits “2-3”**.

1 **4. The PAGA period and class period (not tipped class period) are nearly coextensive and**
2 **contain nearly identical numbers of workweeks and pay periods. Are Legends' pay**
3 **periods weekly or biweekly?**

Legends' pay periods are weekly.

4 **5. Were any depositions taken in this case?**

5 The disposition of Legends' PMK was noticed twice. Legends served objections to both.
6 Plaintiff compelled the deposition of the PMK. The Court granted Plaintiff's motion compelling the
7 appearance of Legends PMK along with the documents responsive to Plaintiff's PMK deposition
8 notice at a mutually agreeable date. Due to settlement discussions, and the Parties' agreement to an
9 informal discovery stay while exchanging meaningful information to attend mediation, which
10 resulted in the settlement, Plaintiff ended up not taking the deposition of Legends' PMK. Mirzayan
11 Supp. Decl. ¶ 5.

12 However, through formal and informal discovery, Defendant and Defendant's counsel
13 provided Class Counsel with information regarding Plaintiffs' staffing and/or employment with
14 Defendant, information regarding Class Members and Tip Class Members, a random sampling of
15 Class Members and Tip Class Members' time and payroll data, a Temporary Staffing Services
16 Agreement it had with MVP Event Productions, LLC, written policies, collective bargaining
17 agreements, relevant portions of Defendant's employee handbook, season schedules, return to work
18 forms, emails sent to Class Members and Aggrieved Employees, scheduling paperwork, physical
19 schedules posted on-site at each event, documents regarding a one-time tip issue, links to websites
20 with events, venue maps, sample job descriptions, statistics, and additional information and other
21 documents at mediation. As a result, Plaintiffs obtained sufficient documents and information to
22 sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the
23 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
24 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
25 Mirzayan Supp. Decl., ¶ 6.

26 **6. Did counsel interview anyone other than Plaintiffs to value the non-record claims?**

27 Yes, Plaintiffs' counsel interviewed Legends' employees to investigate and value the claims
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1 alleged. *Id.* at ¶ 7.

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3 **7. Counsel states that collective bargaining agreements were turned over. Did the CBAs have any effect on the value of the case? If so, please explain.**

4 The CBAs affect not only the value of the class claims, but also the existence of the class
5 action. Each agreement contains a grievance provision that mandates arbitration of the wage and
6 hour claims alleged in this case. In fact, Legends has successfully enforced the grievance provisions
7 set forth in the Anaheim Stadium, Golden 1 Stadium, and Los Angeles Coliseum CBA in other
8 actions. Importantly, the CBAs do not permit arbitration of class claims. The CBAs specifically
9 require that all grievances to proceed on an individual, not class, basis.

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11 **8. Please provide a professional CV for the retained expert rather than a website biography.**

12 The Supplemental Declaration of Natalie Mirzayan, filed concurrently herewith, attaches a copy
13 of the retained expert's professional CV, ¶ 8, **Exhibit "6"**.

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15 **9. Counsel's declaration adequately explains the parties' theories of liability and defense, but it contains almost no explanation of the evidence supporting those theories apart from the expert's maximum-value calculations. For example, Plaintiffs contend they were forced to go through security and COVID checks while off the clock. Legends says employees were clocked in for such checks. What did the evidence show? This problem recurs throughout the valuation discussion. For each claim to be released, please discuss the evidence supporting each side's view of the case.**

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19 **Necessary Business Expenses (Lab. Code § 2802)**

20 The Labor Code Section 2802 claim was explored through informal discovery prior to
21 mediation and at mediation with the assistance of the Honorable Ann Jones (Ret.), who was a judge
22 of the Los Angeles Superior Court for 20 years. The parties selected her in large part due to her
23 tenure as a judge in the Complex Division, which oversaw all wage and hour class actions and hybrid
24 class/PAGA actions filed in Los Angeles Superior Court. During the negotiations, we discussed the
25 basis of the claim for failure to reimburse, which is very weak because employees cannot show that
26 any alleged use of a personal cell phone or other device was a "necessary" expenditure. Mirzayan
27 Supp. Decl., ¶ 9. Labor Code Section 2802 requires an employer to reimburse employees "for all
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1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of
2 his or her duties, or of his or her obedience to the directions of the employer”

3 The burden is on the employee to show that “(1) the employee made expenditures or incurred
4 losses; (2) the expenditures or losses were incurred in direct consequence of the employee’s discharge
5 of his or her duties, or obedience to the directions of the employer; and (3) the expenditures or losses
6 were necessary.” *Lindell v. Synthes USA*, 155 F. Supp. 3d 1068, 1075 (E.D. Cal. 2016) (citing
7 *Cassady v. Morgan, Lewis & Bockius LLP*, 145 Cal. App. 4th 220, 230 (2006)). An expense is
8 “necessary” only if it is “reasonable under the circumstances.” *Gattuso*, 42 Cal. 4th at 568. “[W]hat
9 was reasonable under the circumstances’ **is an inherently fact-specific question.**” *Dugan v. Ashley*
10 *Furniture Indus., Inc.*, 2016 WL 9173459, at *4 (C.D. Cal., Nov. 29, 2016) (emphasis added)
11 (quoting *Grissom v. Vons Cos., Inc.*, 1 Cal. App. 4th 52, 58 (1991)). “[T]he reasonableness of any
12 given expenditure must turn on its own facts.” *Grissom*, 1 Cal. App. 4th at 58.

13 The evidence showed that Legends does not have an express policy or practice that requires
14 employees to own or use a personal cell phone or other device for work-related purposes³ or to obtain
15 their scheduled shifts and that *several methods exist for employees to check their schedules,*
16 *including a website accessible from any internet browser (including but not limited to free access*
17 *at public libraries) and while on-site (i.e., it is not a viable claim because there are different ways to*
18 *communicate with Legends). Simply stated, an employee can walk to the office and ask for their*
19 *schedule. No need for cellphone to communicate.* Mirzayan Supp. Decl., ¶ 10.

20 Absent such policy or practice, it is not reasonable under the circumstances that the
21 employees’ use of personal cell phone is necessary to review *reminder e-mails* sent by Legends to
22 employees regarding their schedules that are determined up to 7 months in advance. The evidence
23 also showed that Legends sent other emails that were optional for employees to review, such as
24 invitations to work non-required shifts at employees’ non-home venue. Again, the use of a personal
25 device to check such emails was not necessary.

26 The evidence also shows that Legends policies that expressly state that employees are

27 ³ In fact, Legends’ policies prohibit the use of personal cell phones while at work.

1 prohibited from using their phone while working and that when employees who need to communicate
2 with others at events are provided radios, and those who don't have a radio, can ask their manager to
3 communicate. *Id.* at ¶ 11.

4 The evidence further shows that Legends provides schedules about **7 months** in advance. *Id.*
5 at ¶ 12. It is important to note that (i) Legends employees work in the same location at each event;
6 (ii) they are all W2 employees; and (iii) they have various ways of receiving their schedules,
7 including but not limited to walking into the office (e.g., Golden 1 Credit Union Center) and
8 obtaining a copy of the schedule and viewing posted schedules in common employee areas (all
9 venues). The employees are **not** required to have emails/internet or phones to receive the
10 schedule. Employees who use their cell phone to check their schedule do so at their own discretion
11 and for their own convenience.

12 The voluminous emails that Schuster's counsel, which the LWDA regurgitates, allege to have
13 been sent from Legends communicating schedules ***are automated messages that do not necessitate***
14 ***a response***. Voluminous ***automated emails that do not require a response***, do not make the
15 employer liable for reimbursing the employees for internet/cellphone app. The messages are for the
16 convenience of the employees, reminding them of their schedules that they have selected to work (in
17 the case of non-unionized employees) or are mandated to work (in the case of unionized employees
18 who are required to work all events at their home venue unless they call off). Reading a reminder e-
19 mail about work schedule that was set 7 months in advance, is not a necessary expenditure incurred
20 in direct consequence of discharge of their duties.

21 Each of the categories of the e-mails received should be analyzed based on the guidelines
22 provided by the court of appeal explaining that per the plain language of Section 2802(a), an
23 employer's obligation to reimburse work expenses "it turns on whether the expenses were ***actually***
24 ***due to performance of the employee's duties.***" (*Thai v. International Business Machines Corp.*
25 (2023) 93 Cal.App.5th 364, 371 [310 Cal.Rptr.3d 787].)

- 26 • Requesting volunteers to work is ***not*** "actually due to performance of the employee's duties."

27 Clearly, requesting volunteers is not *requiring* employees to work additional hours. Non-
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unionized employees are free to accept to volunteer or not and unionized employees are free to accept to volunteer to work at their non-home venue.

- Communicating work rules is *arguably* “actually due to performance of the employee’s duties;” however, *reminders*, as the Objection states, about work rules are not due to performance of the employee’s duties especially as the reminders relate to the “prohibition of cell phone use.”
- Requirements of face masks, and health screening, were for a short period of time and were state mandates that Legends had to follow. So, the e-mails were reminders of state law as opposed to “actually due to performance of the employee’s duties.”
- Scheduling time off, is the exact opposite of “actually due to performance of the employee’s duties” because no duties will be performed. This would be no different than requiring employers to pay for employees’ cell phone every time an employee calls to inform his employer he/she will be late to work, sick, or will not report to work. Another analogy would be if the employer provides the employees with a PTO form and the employee takes the form home to complete, then the employer would be required to pay the employee for hours work as filling out the paper form would allegedly constitute work. What about filing for state disability? Do employers have to pay for internet use? The results would be absurd. The frequency of the occurrence of the request for time off is not that many to require an employer to reimburse for internet or phone. **An employee could always go to a public library and use free internet and incur no cost at all.**
- As for on-boarding, if they are not employees yet, they are applicants, how could applicants incurring expenses of internet usage be “actually due to performance of the employees duties[?]”. **An applicant could always go to a public library and use free internet and incur no cost at all.**

The bulk of the emails were employees receiving automated reminder messages about schedules that were *set in advance 7 months in advance*, and using internet for it, *is not part of the performance of their duties.*

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1 must heed “the flexibility envisioned by the IWC's reasonableness standard.” *Id.* at 18. “[T]he court”
2 must, for example, “consider the relationship between the standing and sitting tasks done [in a
3 particular location], the frequency and duration of those tasks with respect to each other, and whether
4 sitting, or the frequency of transition between sitting and standing, would unreasonably interfere with
5 other standing tasks or the quality and effectiveness of overall job performance.” *Id.* “The weight
6 given to any relevant factor will depend upon the attendant circumstances.” *Id.* at 21. Ultimately, the
7 court must make a judgment “balanc[ing] an employee’s need for a seat with an employer’s
8 considerations of practicability and feasibility.” *Id.* at 18.

9 *LaFace v. Ralphs* is instructive. In *LaFace v. Ralphs*, the Court of Appeals affirmed
10 summary judgment of the plaintiff’s suitable seating claim where the evidence showed that Ralph’s
11 cashiers were supposed to stay busy when they were not checking out customers. 75 Cal. App. 5th
12 388, 409 (Ct. App. 2022). Ralph’s employees were expected to “work while on the clock, rather than
13 look at their phones or do nothing,” which the Court of Appeals agreed “seem[ed] objectively
14 reasonable.” *Id.* at 408. The Court of Appeals noted: “Section 14(b) does not require seats to be
15 provided if doing so would interfere with employees’ performance of their duties.” *Id.* at 404 (*citing*
16 Cal. Code Regs., tit. 8 §11070, subd 14(B)). The Court of Appeals upheld summary judgment
17 because it agreed that “[s]itting in or near the checkstands when there are no customers in line instead
18 of cleaning, restocking” or performing other work “would interfere with the cashier’s active duties.”
19 *Id.* at 408.

20 Courts consistently grant summary judgment of suitable seating claims where the work does
21 not reasonably permit seating. *See, e.g., Singletary v. Teavana Corp.*, 2014 U.S. Dist. LEXIS 62073
22 (N.D. Cal. 2014) (granting employer summary judgment where job required constant movement and
23 employee could not work while seated); *Garvey v. KMART*, Case No. 11-02575 (N.D. Cal. 2012)
24 (employee failed to prove that the nature of the work reasonably permitted the seating modification
25 requested).

26 The evidence showed that Legends provides seats in designated break areas and that
27 investigation revealed that lulls in work typically do not exist during which **event staff** can sit in
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1 chairs while “not engaged in the active duties of their employment.” Rather, bartenders, cooks and
2 concession stand workers are expected to work while on the clock. When not greeting or serving
3 guests, they are expected to ensure that their work area is fully equipped with tools and products
4 needed for mixing beverages, preparing and serving food, and serving guests as well as keeping the
5 work area cleaned and organized. Mirzayan Supp. Decl., ¶ 15. Therefore, providing seats in all bars,
6 concession stands and kitchens would interfere with the performance of Plaintiffs and other
7 employees’ duties.

8 Also, Legends would be successful in arguing that providing seats (other than seats provided
9 in designated break areas) is unfeasible for several reasons. First, providing seats in Legends’ bars,
10 concession stands, and kitchens would unduly interfere with other standing tasks. Legends’ bars,
11 concession stands, and kitchens are small and lack space for a seat that will not create a tripping
12 hazard for other employees who are walking back and forth to perform their work. Second, the
13 frequency of transitioning from sitting to standing would interfere with employees’ work and ability
14 to quickly greet and serve guests.

15 In short, seated work is not feasible for Legends’ *non-administrative employees who are*
16 *staffed during events when they are super busy*. Logically, there are no differences in the strength
17 or prevalence of seating claims at different facilities. The nature of the work (e.g., bartending,
18 cooking, concession stand) does not permit sitting while performing work.

19 **Wage Statements**

20 Except for alleged off-the-clock work, the wages statements appear to meet the requirements
21 of Labor Code Section 226. Mirzayan Supp. Decl., ¶ 16.

22 **Unpaid Wages**

23 It cannot be determined with 100% certainty any off-the-clock work for Covid-Screening
24 and/or security checks. Therefore, the statistical expert *assumed* a 100% violation for 12 minutes
25 per class member. Mirzayan Supp. Decl., ¶ 17. Additionally, based on investigations, employees
26 have clocked in at the parking lot before undergoing security checks. For the past few years, there
27 have been no more Covid screenings.

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1 that Legends' non-unionized employees have specific return dates throughout the season and
2 Legends' unionized employees have specific return dates throughout the year.

3 Last year, a California Court of Appeal affirmed the superior court's order granting the
4 Giant's motion for judgment on the pleadings. *Melendez v. San Francisco Baseball Associates, LLC*,
5 2024 WL 980364 (Cal. Ct. App. Mar. 7, 2024). The Court of Appeal explained: "Section 201.8
6 codifies a general rule that an events employee is not entitled to immediate payment of his or her
7 wages." *Id.* at *2 (citing § 201.8(b).) "Instead, the 'employee is entitled to receive payment of the
8 wages earned and unpaid by the next regular payday, unless an events employee is discharged by the
9 employer or the events employee quits the employment, in which case payment of final wages is
10 governed by Sections 201 and 202, respectively.'" *Id.* The *Melendez* Court rejected Shuster's
11 counsel's argument that Section 201.8 must be deemed a change in the law. *Id.* at *6. *Melendez* based
12 his argument on his construction of the provision of Section 201 regarding the timing of paying final
13 wages to seasonal employees in the canning industry "as equating layoffs with discharges unless they
14 fall within the statutory exception carved out for specific types of seasonal work." *Id.* He argued,
15 therefore, that the Legislature carved out a new exception to the rule of immediate wage payment for
16 employers in the baseball industry. *Id.* The *Melendez* Court stated: "Melendez's argument rests on
17 the false assumption that his interpretation of section 201(a) is incontrovertible." *Id.* "Melendez
18 points to no language in section 201 that addresses whether employees who work in industries *not*
19 listed in section 201(a), such as employees in the professional baseball industry, are discharged
20 within the meaning of the statute each time they complete a specific assignment." *Id.* The *Melendez*
21 Court also found Melendez's "case is distinguishable from *Smith* [also referred to as *L'Oreal*,]
22 because Melendez's ongoing employment with the Giants consisted of temporally-limited work
23 assignments, as opposed to a voluntary termination after a single, short-term job." *Id.* at *8. The
24 *L'Oreal* decision "did not address employees in the professional baseball industry, just as it did not
25 address temporary services workers." *Id.*

26 **10. To the extent a PAGA predicate is not pled as a separate class claim, please provide a
full valuation for each predicate.**

27 The suitable seating claim is not pled as a separate class claim. The statistical expert estimates

1 the PAGA penalties to be \$67,276,200 based on \$100 for initial, and \$200 subsequent pay period.
2 Mirzayan Supp. Decl., ¶ 18. However, Plaintiffs’ counsel discounted this claim extensively based
3 on the above-evidence.

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5 **11. Counsel fails to discuss the reasons for discounting the PAGA claim *at all* in her**
6 **declaration at ROA 502. She simply sets forth a maximum value of \$592,676,250, with no**
7 **reasoning for why a PAGA allocation of \$40,000 is appropriate. This is more than a 99.95%**
8 ***discount on Plaintiffs’ own claimed maximum value. What are the grounds for so steep a***
9 ***discount?***

10 Plaintiffs hired an expert to calculate *the absolute maximum possible amount of damages*
11 *and PAGA penalties, if and only if*, Plaintiffs are 100% successful on all of the claims alleged. The
12 worst-case analysis stacked PAGA penalties, assuming a PAGA penalty could be earned for *each*
13 *potential* Labor Code violations during each pay period for each employee, and that the initial penalty
14 for most alleged Labor Code violations would be \$100 per each employee’s initial pay period and
15 \$200 for each subsequent pay period. Mirzayan Supp. Decl., ¶ 19. **Certainly, these assumptions**
16 **upon which the expert’s calculation is based are not realistic. Therefore, the resulting amount of**
17 **\$592,676,250.00 for PAGA penalties is certainly not realistic either.**

18 Courts often do not approve stacking PAGA penalties and limit the penalties to the \$100
19 “initial violation” rate unless the employer has previously been found to have committed a violation
20 by the Labor Commissioner or court. This is not the case here. Courts approve PAGA settlements
21 for a fraction of the potential PAGA penalties, particularly where counsel presented compelling
22 reasons why recovery of penalties are unlikely. (*See, e.g., Vicerat v. Mistras Grp., Inc.*, 2016 WL
23 5907869 at *9 (N.D. Cal. Oct. 11, 2016) (preliminarily approving settlement of just 0.15 percent of
24 the PAGA claim’s full potential value, where “Plaintiffs face[d] a substantial risk of recovering
25 nothing on either the class or PAGA claims”); *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D.
26 Cal. 2016) (preliminarily approving fraction of PAGA claim’s potential value, where defendant’s
27 obligations were “genuinely unclear” and there was no evidence defendant acted deliberately or
28 negligently failed to learn about its obligations). The Court “may award a lesser amount than the
maximum civil penalty,” even reducing PAGA penalties to \$0, where penalties would be “unjust,

arbitrary and oppressive, or confiscatory.” Lab. Code 2699(e)(2) (2016).

Indeed, under the new PAGA statute, stacking is **not** permitted unless the employer acted intentionally or willfully. The new PAGA statute also provides for lesser penalties where the employer, like Legends, has weekly pay periods. There is also no guarantee that Plaintiffs will be successful 100% on each and every claim. Litigation certainly is very costly and carries risk. Some claims Plaintiffs allege may be successful and others may not succeed. Therefore, the maximum amount of PAGA penalties assessed by Plaintiffs’ expert added up to an unrealistic and astronomical amount of **\$592,676,250.00**. This is nothing new in the realm of class and PAGA actions. Any experienced plaintiff counsel that has been litigating wage and hour cases knows that such calculations are exponentially more than what a case would settle for.

In short, considering the contested nature of the claims, the discretionary nature of the penalties, and Legends’ ability to pay, it would be unrealistic to expect the Court to award the full amount in penalties (even if the Plaintiffs were successful on all claims). Furthermore, considering the value of the claims, courts would not award such an excessive amount of penalties as such would certainly raise due process concerns. Weighing these factors, and applying a discount of 99% to account for the risk and uncertainty of prevailing at trial is reasonable. Finally, during the interview conducted by the LWDA with Class Counsel, the LWDA agreed that reallocating the Gross Settlement Amount (“GSA”) to increase the PAGA penalties would not benefit the Class Members. As such, the allocation of \$40,000.00 to PAGA penalties from the GSA is reasonable and would maximize the recovery to Participating Class Members. Mirzayan Suppl. Decl., ¶ 20.

12. Has proposed class counsel been appointed class counsel previously? The declaration mentions no such cases.

Yes, Class Counsel has been appointed as class counsel previously in many cases. In fact, the settlement reached by Class Counsel has been complemented and acknowledged by other courts. For example, following a successful appeal of a trial court’s order granting defendants’ motion to compel arbitration, Class Counsel reached a settlement with defendants on behalf of a class of misclassified employees as exempt, which was recognized and complemented by the Orange County

1 Superior Court as “excellent results for the class.” Other courts also complemented the results
2 achieved by class counsel that not only resulted in a reasonable settlement but also as part of Class
3 Counsel’s settlement, defendants were required to change their policies. A list of cases can be
4 provided during the Final Approval and Attorneys’ Fees Motion. Mirzayan Supp. Decl., ¶ 21.

5 **13. Please provide an estimate of litigation costs.**

6 The litigation costs are estimated not to exceed \$50,000.00. Class Counsel will provide an
7 itemized list of the costs along with the invoices supporting each and every item of costs during the
8 Final Approval and Attorneys’ Fees Motion. Mirzayan Supp. Decl., ¶ 22.

9 **III.RESOLUTION OF ISSUES IN THE NOTICE TO THE CLASS.**

10 The Notice have been revised accordingly. The font size will be the same as provided to the
11 Court, and the Parties do not anticipate the need for translating the Class Notice to different
12 languages. Mirzayan Supp. Decl., ¶ 23.

13 **IV. CONCLUSION**

14 The Parties have fully complied with every instruction provided by the Court and
15 respectfully request the Court to Preliminarily Approve the proposed class action and PAGA
16 settlement, sign the proposed Order, approve and authorize the mailing of the proposed Notice
17 Packet submitted herewith, and to set a date for the Final Approval Hearing.

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21 Dated: December 9, 2025



22 NATALIE MIRZAYAN
23 MIRZAYAN LAW, APLC

24 Attorneys for Plaintiffs
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