

**MIRZAYAN LAW, APLC**  
Natalie Mirzayan, Esq. - State Bar No. 272217  
26632 Towne Centre Drive, Suite 300  
Foothill Ranch, California 92610  
Telephone: (949) 285-3550  
mirzayanlaw@outlook.com

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

**PLAINTIFF'S REPLY TO OBJECTIONS OF**  
**REAL PARTY IN INTEREST REGARDING**  
**MOTION FOR APPROVAL OF**  
**SETTLEMENT AGREEMENT**

**Complaint Filed: December 6, 2021**

1 Plaintiff Domingo Murchison hereby submits the following Reply to Objections of Real Party  
2 in Interest Regarding Motion for Approval of Settlement Agreement.

3 **I. RELEVANT STATEMENT OF FACTS AND PROCEDURAL HISTORY**

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

17 On November 22, 2022, Plaintiff Domingo Murchison filed a First Amended Complaint. The  
18 First Amended Complaint removed the Conversion claim and added a claim for penalties under the  
19 Private Attorneys General Act. *Id.* at 3.

20 On April 21, 2023, Plaintiff Domingo Murchison filed a Second Amended Complaint, in  
21 which he added Defendant Legends Hospitality, LLC as a defendant. On June 26, 2023, Plaintiff  
22 Domingo Murchison filed a Third Amended Complaint replacing a Doe defendant with Defendant  
23 Legends Hospitality, LLC. *Id.* at 4.

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

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

7 On April 11, 2023, Plaintiff Domingo Murchison submitted an amended notice to the LWDA  
8 to identify Defendant Legends Hospitality, LLC as a Doe employer. On April 14, 2025, Plaintiff  
9 Domingo Murchison and Davina Bhullar submitted an amended notice to the LWDA to add Ms.  
10 Bhullar as a representative and include additional statutes they contend were violated. The operative  
11 PAGA notice alleges violations of Labor Code sections 200, 201, 201.3, 202, 203, 204, 210, 226,  
12 226.3, 226.7, 227.3, 233, 246, 246.5, 247.5, 351, 510, 512, 1194, 1197, 1197.1, 1198, 558, 2802 and  
13 2810.5. *Id.* at 7.

14 On May 23, 2025, Plaintiffs filed their Motion for Preliminary Approval of Class Action  
15 Settlement. The hearing was initially set for July 18, 2025.

16 On June 13, 2025, the disgruntled attorneys at Moss Bollinger representing Scott Shuster in  
17 *Shuster v. Legends Hospitality, LLC*, Los Angeles Sup. Ct. Case No. 22 STCV32193 ("*Shuster*")  
18 who are unhappy because they missed out on attorneys' fees as a result of the Murchison/Bhullar  
19 settlement, sent a letter to the LWDA requesting that the LWDA investigate the claims ("the Shuster  
20 Request for Investigation Letter").

21 In response to Shuster's counsel, on June 18, 2025, the LWDA issued a Notice to Investigate.  
22 (ROA 544, Ex. 9). Per the notice, the LWDA purports to intend to investigate "all the allegations  
23 in the April 14, 2025 Second Amended PAGA Notice, including but not limited to allegations that  
24 are the same or similar to those set forth in Murchison's December 3, 2021 initial PAGA Notice."  
25 (*Id.*, at p.2.).

26 On June 23, 2025, counsel for Shuster sent another letter to the LWDA Request for  
27 Clarification re the Notice of Investigation issued by the LWDA on June 18, 2025.

28 On July 7, 2025, counsel for Plaintiffs served a response to the Request for Investigation

1 Letter and the LWDA's letters.

2 Based on the foregoing correspondence, the LWDA clarified its position in its June 18, 2025  
3 Notice of Investigation expressing that Plaintiffs had not exhausted the newly alleged claims in  
4 Plaintiffs' April 14, 2025 Second Amended Notification of Labor Code PAGA. The *New Claims*  
5 alleged in the Murchison/Bhullar April 14, 2025 SAN are *only* for Labor Code §§ 2802, 351, 227.3,  
6 204, 221, 223, 1198 suitable seating. (ROA 544, Ex. 11, at p. 2.)

7 On July 18, 2025, Schuster filed a motion for leave to file arguments and evidence in  
8 opposition to the proposed settlement. (ROA 531). On July 31, 2025, class member Trinity Martinez  
9 filed a Joinder to Intervenor Scott Shuster's Motion for Leave to File a Complaint in Intervention  
10 and Leave to Permit Class Member Scott Shuster to Intervene. (ROA 565). Plaintiffs filed their  
11 opposition, so did Legends.

12 On August 15, 2025, after having carefully considered the arguments, the Court denied both  
13 the mandatory intervention as well as permissive intervention. (ROA 609).

14 On October 20, 2025, the LWDA filed its Objection of Real Party in Interest Regarding  
15 Motion for Approval of Settlement Agreement. (ROA 621).

16 **II. SINCE 120-DAYS PASSED AND LWDA DID NOT ISSUE A CITATION,**  
17 **PLAINTIFFS MAY NOW COMMENCE A CIVIL ACTION PURSUANT TO**  
18 **LAB. CODE § 2699.**

19 Lab. Code § 2699.3 (a)(2)(B) states:

20 "If the agency intends to investigate the alleged violation, it shall notify the employer  
21 and the aggrieved employee or representative by certified mail of its decision within 65  
22 calendar days of the postmark date of the notice received pursuant to paragraph (1).  
23 Within 120 calendar days of that decision, the agency may investigate the alleged  
24 violation and issue any appropriate citation. If the agency determines that no citation will  
25 be issued, it shall notify the employer and aggrieved employee of that decision within  
26 five business days thereof by certified mail. Upon receipt of that notice or if no citation is  
27 issued by the agency within the time limits prescribed by subparagraph (A) and this  
28 subparagraph or if the agency fails to provide timely or any notification, the aggrieved  
employee may commence a civil action pursuant to Section 2699."

26 As this Court stated in its August 1, 2025 Minute Order, "[w]hen the LWDA issues a notice  
27 of investigation, it has 120 days to investigate. Only when the 120-day period passes without further  
28 LWDA action may a plaintiff file a PAGA suit based on the investigated claims. Lab. Code §

2699.3(a)(2)(B).” “As a result, at least to the admittedly new claims, Murchison and Bhullar cannot pursue them until 120 days from June 18, or October 16, 2025.” *Id.* at p. 2.

Now that the 120 days from June 18, 2025 have passed and the LWDA did not issue any citation, Plaintiffs can pursue the newly added claims.

**III. THE COMMENTS PROVIDED BY THE LWDA ARE FACTUALLY INACCURATE SOLELY RELYING ON SHUSTER’S COUNSEL’S LETTERS.**

**A. There Has Not Been Any Misrepresentation To The Court Regarding Exhausting The Statutory Requirements For The Newly Alleged Claims.**

Contrary to the assertions made by the LWDA, which relies on Shuster’s counsel’s interpretation, there has been no misrepresentation to the Court regarding paragraph 6 of Plaintiffs’ counsel declaration as the preceding paragraph specifically addresses *the exact timeline and the prior notices sent to the LWDA* and plaintiff’s authority to proceed. The Court is knowledgeable and can certainly count 65 days from the April 14<sup>th</sup> date (last notice to the LWDA) to the date of the filing of the declaration as the declaration is crystal clear in stating "as of the filing of this declaration". The fact that the LWDA decided to investigate after the declaration was filed, is by no means misrepresentation.

Additionally, counsel for Plaintiff did not move to amend the Third Amended Complaint<sup>1</sup> to add the newly alleged claims. The amendment would have been with the preliminary approval as the moving papers reflect. It is customary practice that if anything is to change, counsel would file a supplemental declaration appraising the Court of the change. In fact, that is precisely what

---

<sup>1</sup> A Fourth Amended Complaint (the “Operative Complaint” or “FAC”), adds Davina Bhullar as a class representative, and including additional factual allegations matching the scope of the resolution reached by the Parties. Specifically, the FAC includes the following claims: (1) Failure to Pay Wages for All Hours Worked, Including Overtime (Labor Code sections 510, 1198, 1198); (2) Failure to Provide Meal Periods (Labor Code sections 226.7, 512); (3) Failure to Authorize and Permit Rest Periods (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198); (5) Failure to Provide Accurate Wage Statements (Labor Code Sections 226(a), 1174(d), 246(i)); (6) Waiting Time Penalties; (7) Failure to Pay All Wages Timely During Employment (Labor Code sections 201.3, 210); (8) Unreimbursed Expenses (Labor Code section 2802); (9) Unfair Business Practices (Business and Professions Code sections 17200-17208, Labor Code Section 351); and (10) penalties under the Private Attorneys General Act.

1 happened here. On July 25, 2025, 5 court days prior to the preliminary approval hearing date initially  
2 set for August 1, 2025, counsel for Plaintiffs filed a supplemental declaration appraising the Court  
3 of the LWDA's investigation.

4 **B. Murchison Only Discounted Class Claims Due to the Risk of Not Obtaining Class**  
5 **Certification But Not PAGA Claims.**

6 Unfortunately, the Objection filed by the LWDA regurgitates the same false arguments made  
7 by Shuster's counsel without any verification of facts. Specifically, the LWDA's Objection  
8 improperly alleges that Murchison erroneously discounted the settlement amount based on the risk  
9 of not obtaining class certification, which does not apply to PAGA claims. Obj., at pp. 4-5. This is  
10 certainly not true. Murchison is well aware that PAGA claims are not subject to class certification.  
11 In fact nowhere in the moving papers any such reference is made to indicate that Murchison  
12 discounted PAGA claims for this risk of not obtaining class certification. In fact, the only reference  
13 to PAGA claims is paragraph 22 of Mirzayan Declaration, which states:

14 22. PAGA Penalties: If Plaintiffs proceed to trial and **assuming** that they can prove Defendant's  
15 violation of each of the Labor Codes as alleged in the Operative Complaint, then Plaintiffs'  
statistical experts estimates PAGA penalties prior to mediation to be approximately  
\$592,676,250.00.

16 See Mirzayan Decl., ROA 502, ¶ 22.

17 **IV. PLAINTIFFS' COUNSEL HAS INVESTIGATED THE CLAIMS ALLEGED**  
18 **AND THE SETTLEMENT IS FAIR AND REASONABLE FOR THE**  
19 **CLAIMS BEING RELEASED.**

20 Relying heavily on Shuster's counsel's letter, the LWDA states that Murchison failed to  
adequately investigate the PAGA claims. Contrary to this presumption, Murchison has engaged in  
21 extensive and costly litigation including discovery for **almost four years** because he was deputized  
22 to prosecute these claims on behalf of the LWDA, and engaged in vigorous motion practice. After  
23 several years of litigation, counsel for the respective Parties engaged in extensive exchange of  
24 information and documents about the strengths and weaknesses of the claims and defenses. Plaintiffs  
25 and Legends undertook extensive and costly mediation efforts, including attending all day mediation  
26 on February 21, 2025, with **a well-respected mediator Honorable Judge Ann Jones, who is a former**  
27 **magistrate judge in the United States District Court for the Central District of California and**  
28

1 *former judge in Los Angeles Superior Court's complex division.*

2 Relying heavily on Shuster's letter, the LWDA also wrongly takes issue with the amount of  
3 the settlement compared to the maximum potential exposure analysis. Specifically, the estimated  
4 PAGA penalties stated in paragraph 22 in the approximate amount of \$592,676,250.00. Plaintiffs  
5 hired an expert to calculate the absolute maximum possible amount of damages and PAGA  
6 penalties, if and only if, Plaintiffs are 100% successful on all of the claims alleged. The worst-case  
7 analysis stacked PAGA penalties, assuming a PAGA penalty could be earned for each potential  
8 Labor Code violations during each pay period for each employee, and that the initial penalty for most  
9 alleged Labor Code violations would be \$100 per each employee's initial pay period and \$200 for  
10 each subsequent pay period. Certainly, these assumptions upon which the expert's calculation is  
11 based are not realistic. Therefore, the resulting amount of \$592,676,250.00 for PAGA penalties is  
12 certainly not realistic either. Courts often do not approve stacking PAGA penalties and limit the  
13 penalties to the \$100 "initial violation" rate unless the employer has previously been found to have  
14 committed a violation by the Labor Commissioner or court. This is not the case here.

15 Indeed, under the new PAGA statute, stacking is not permitted unless the employer acted  
16 intentionally or willfully. There is also no guarantee that Plaintiffs will be successful 100% on each  
17 and every claim. Litigation certainly is very costly and carries risk. Some claims Plaintiffs allege  
18 may be successful and others may not succeed. Therefore, the maximum amount of damages and  
19 PAGA penalties assessed by Plaintiffs' expert added up to millions of dollars. This is nothing new  
20 in the realm of class and PAGA actions. Any experienced plaintiff counsel that has been litigating  
21 wage and hour cases knows that such calculations are exponentially more than what a case would  
22 settle for.

23 The negotiation to settle the Murchison/Bhullar action was arms-length and after about four  
24 years of adversarial proceedings. In fact, even after a full day's mediation with a highly experienced  
25 retired judge, Hon. Anne Jones of the Los Angeles Superior Court, the Parties *did not reach a*  
26 *settlement at that time*. However, Hon. Jones made a Mediator's Proposal, which the Parties  
27 accepted after an entire week. The Parties then memorialized their agreement by signing the  
28 Settlement Agreement, and notice of the proposed settlement was properly provided to the LWDA

1 on May 24, 2025<sup>2</sup>.

2 Murchison conducted formal discovery relating to his individual claims. Murchison and  
3 Bhullar conducted **an informal discovery** in preparation for mediation, which is fairly common in  
4 wage and hour class actions. In addition to the initial claims, the Plaintiffs also investigated and  
5 considered the strength of claims for Labor Code sections 2802, 201, 351 and suitable seating (*i.e.*,  
6 the newly alleged claims that provoked Shuster’s counsel to request that the LWDA investigate).

7 **1. Necessary Business Expenses (Lab. Code § 2802)**

8 The Labor Code section 2802 claim was explored through informal discovery prior to  
9 mediation and at mediation with the assistance of the Honorable Ann Jones (Ret.), who was a judge  
10 of the Los Angeles Superior Court for 20 years. The parties selected her in large part due to her  
11 tenure as a judge in the Complex Division, which oversaw all wage and hour class actions and hybrid  
12 class/PAGA actions filed in Los Angeles Superior Court. During the negotiations, we discussed the  
13 basis of the claim for failure to reimburse, which is very weak because employees cannot show that  
14 any alleged use of a personal cell phone was a “necessary” expenditure. Labor Code section 2802  
15 requires an employer to reimburse employees “for all necessary expenditures or losses incurred by  
16 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience  
17 to the directions of the employer . . . .”

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

---

27  
28 <sup>2</sup> Due to the retirement of Judge Hon. Randall Sherman, to whom the case was assigned for all  
purposes, the hearing has been delayed as a result of reassignment.

1 given expenditure must turn on its own facts.” Grissom, 1 Cal. App. 4th at 58.

2 The LWDA relies on *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137  
3 (2014). However, *Cochran* is inapposite. In *Cochran*, the Court of Appeal held when an employee  
4 “must use their personal cell phones for work-related calls, . . . section 2802 requires the employer  
5 to reimburse them.” *Id.* at 1144 (emphasis added). Here, Legends does not have an express policy or  
6 practice that requires employees to own or use a personal cell phone for work-related purposes.<sup>3</sup>  
7 Absent such policy or practice, it is not reasonable under the circumstances that the employees’ use  
8 of personal cell phone is necessary to review **reminder e-mails** sent by Legends to employees  
9 regarding theirs schedules that is determined 7 months in advance.

10 Because Legends did not maintain any policy requiring employees to use their personal cell  
11 phones for work or to obtain their scheduled shifts, this claim will not be successful and will likely  
12 fail because ***several methods exist for employees to check their schedules, including a website***  
13 ***accessible from any internet browser (including but not limited to free access at public libraries)***  
14 ***and while on-site*** (i.e., it is not a viable claim because there are different ways to communicate with  
15 Legends). ***Simply stated, an employee can walk to the office and ask for their schedule. No need***  
16 ***for cellphone to communicate.*** Absent an express and facially unlawful company policy or practice  
17 denying employees reimbursement to which they are entitled, the claim for failure to indemnify for  
18 business expenses will fail.

19 Legends also provided Murchison policies that expressly state that employees are prohibited  
20 from using their phone while working. Murchison also learned that when employees who need to  
21 communicate with others at events are provided radios, and those who don’t have a radio, can ask  
22 their manager to communicate.

23 As the schedule provided by Legends reflects, it is set about **7 months** in advance. Mirzayan  
24 Decl., ¶ 8. It is important to note that (i) Legends employees work in the same location; (ii) they are  
25 all W2 employees; and (iii) they have various ways of receiving their schedules, including but not  
26 limited to walking into the office (e.g., Golden 1 Credit Union Center) and obtaining a copy of the

27 \_\_\_\_\_  
28 <sup>3</sup> In fact, Legends’ policies prohibit the use of personal cell phones while at work.

1 schedule. The employees are not required to have emails/internet or phones to receive the  
2 schedule. Employees who use their cell phone to check their schedule do so at their own discretion  
3 and for their own convenience.

4 The voluminous emails that Schuster’s counsel, which the LWDA regurgitates, allege to have  
5 been sent from Legends communicating schedules *are automated messages that do not necessitate*  
6 *a response.* Voluminous *automated emails that do not require a response*, do not make the  
7 employer liable for reimbursing the employees for internet/cellphone app. The messages are for the  
8 convenience of the employees reminding them of their schedules that they have selected to  
9 work. Once again, employees choose which events they work. There is no set policy that if an  
10 employee does not work certain number of events, he/she will be terminated. Reading a reminder e-  
11 mail about work schedule that was set 7 months in advance, is not a necessary expenditure incurred  
12 in direct consequence of discharge of their duties.

13 Each of the categories of the e-mails received should be analyzed based on the guidelines  
14 provided by the court of appeal explaining that per the plain language of Section 2802(a), an  
15 employer’s obligation to reimburse work expenses “it turns on whether the expenses were *actually*  
16 *due to performance of the employee’s duties.*” (*Thai v. International Business Machines Corp.*  
17 (2023) 93 Cal.App.5th 364, 371 [310 Cal.Rptr.3d 787].)

- 18 • Requesting volunteers to work, is *not* “actually due to performance of the employee’s duties.”  
19 Clearly, requesting volunteers is not *requiring* employees to work additional hours.  
20 Employees are free to accept to volunteer or not.
- 21 • Communicating work rules is *arguably* “actually due to performance of the employee’s  
22 duties”; however, *reminders*, as the Objection states, about work rules is not due to  
23 performance of the employee’s duties especially as the reminders relate to the “prohibition  
24 of cell phone use.”
- 25 • Requirements of face masks, and health screening, were for a short period of time and were  
26 state mandates that Legends had to follow. So, the e-mails were reminders of state law as  
27 opposed to “actually due to performance of the employee’s duties.”  
28

- 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 employees was 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*. *This is not a work for home type of a job*. Schuster’s counsel is **once again confused** much like he was with the 201.3 claim that he lost on appeal (see *Melendez v. San Francisco Baseball Associates LLC*, San Francisco Superior Court Case No. CGC-15-549146).

**Therefore, it is unlikely that the claim for reimbursement will be successful, which is why Murchison assigned a little value to PAGA penalties relating to Labor Code section 2802.** *That is, while certification is not required for PAGA, a claim must still be viable.* So even though it is not subject to certification, for PAGA purposes, the claim is very weak. See *Herrera v. Zumiez, Inc.*, 953 F.3d 1063, 1078 (9th Cir. 2020) (reversing denial of judgment on the pleadings on indemnification claim where plaintiff failed to allege use of personal cell phone was required).

## **2. Labor Code Section 201**

Murchison originally pled violation of Labor Code section 201 as a derivative claim.

1 Therefore, Murchison discounted related PAGA penalties based on discounting the underlying  
2 PAGA penalties. Ms. Bhullar (who still is a current employee of Legends) also raises a theory that  
3 her employment was intermittently terminated, which is similar to the theory Mr. Shuster asserts. In  
4 conducting informal discovery and legal research, Plaintiffs determined that this claim may not be  
5 successful in the light of the facts in this particular case. The theory is that Legends hires certain  
6 employees intermittently to work assignments on an assignment-by-assignment basis, and when an  
7 event concludes, and intermittently employed workers are not on the schedule to return to work for  
8 Legends for a week or longer, they are laid off until they return to work for another assignment.  
9 Because Labor Code section 201 requires payment of wages “immediately” upon “discharge” of an  
10 employee, the claim is that Legends repeatedly violated the statute when it paid employees on their  
11 regularly scheduled weekly pay dates throughout the year.

12 **(i) Most Legends Employees Are Unionized. Therefore, this Theory is  
Inconsistent with the Facts.**

13 The CBA’s Legends is bound by with respect to BMO, LA Coliseum, Golden 1, and SoFi  
14 employees prohibit Legends from discharging unionized employees except for just cause, and the  
15 end of each assignment or season is not defined as a reason qualifying for just cause. The CBA’s  
16 provisions regarding seniority by which Legends is obligated to schedule employees and the number  
17 of permissible call-offs before employees may be disciplined would also be meaningless if  
18 employees were discharged after each event.

19 Moreover, if the theory that the end of each assignment is considered termination of  
20 employment, Legends would be legally required to have employees to complete an I-9, IRS W-4,  
21 California DE 4 Withholding Certificate upon each event and season, and Legends would need to  
22 provide employees the required new hire pamphlets and Labor Code section 2810.5 upon each event  
23 and season. The onboarding process would be never ending with thousands of employees per event.  
24 Such results are absurd.

25 Legends provided a good faith and reasonable interpretation of Labor Code section 201,  
26 which is consistent with the practical realities of work at the venues it serves. During informal  
27 discovery it was explained that events are often added to a venue’s calendar; therefore, it is not  
28

possible for Legends to know with certainty as of the day of a game or concert when the season for each venue will end. In addition, because of the nature of sports games, they can go into overtime, and Legends does not know how many hours employees will work until the particular event and work related to closure has concluded.

It would be difficult to make the argument that Legends is supposed to calculate pay based on hourly work performed for each event, prepare to run payroll and make all required deductions and withholdings and make payment “immediately” to thousands of employees when the information needed to run payroll is not known until, at the earliest, at the conclusion of each scheduled shift, which because of the nature of sports games -- can go into overtime, and Legends does not know how many hours employees will work until the particular event and work related to closure has concluded.

The interpretation of Labor Code section 201 must be reasonable and not extreme. Otherwise, it would lead to absurd results and impossible obligations, the employer does not know until the conclusion of the events. It is axiomatic that statutes must be interpreted so as to avoid such results and impossibilities. See *People v. Mendoza*, 23 Cal.4th 896, 908 (2000) (“We must also avoid a construction that would produce absurd consequences, which we presume the Legislature did not intend.”); Civ. Code § 3531 (“The law never requires impossibilities.”.)

**(ii) Requiring Immediate Payment Is Also Inconsistent with the Purpose of Labor Code Section 201, Other Labor Code Sections Clarifying Labor Code Section 201, and Case Law.**

Labor Code section 201 does not define “discharge.” “Nor is the term elsewhere defined in the Labor Code or in the regulations promulgated by the Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE), the agency charged with interpreting and enforcing state wage and hour laws. (§§ 79, 82, 90.5, 95, subd. (a).)” *Smith v. Superior Ct. (L’Oreal)*, 39 Cal. 4th 77, 84 (2006). However, “[a] ‘discharge’ requires the end of an employment relationship.” *Young v. RemX Specialty Staffing*, 91 Cal. App. 5th 427, 433 (Ct. App. 2023).

Requiring immediate payment is not consistent with the purpose of Labor Code section 201, which is “to ensure that discharged employees do not suffer deprivation of the necessities of life or become charges upon the public.” *L’Oreal*, supra, 39 Cal. 4th at 90. ***By being paid weekly rather***

1 *than upon each event, the putative class members here are not being deprived of timely pay or*  
2 *risking filing unemployment claims.* See e.g., EDD 2024 California Employer's Guide (DE 44 Rev.  
3 50 (1-24)) (“A claimant may be ineligible for UI benefits if the claimant . . . Files a UI claim during  
4 a recess period,” for example, “if they worked for a school employer, and had reasonable assurance  
5 of returning to work for a school employer.”).

6 **a. Smith v. Superior Court (“L’Oreal”), Does Not Support The Proposition That**  
7 **Releases From A Period Of Employment Or Upon Completion Of An**  
8 **Assignment Qualify As “Discharges” Under California Law.**

9 In *Smith v. Superior Court (“L’Oreal”)*, 39 Cal. 4th 77, 92 (2006), Smith was approached by  
10 L’Oreal to be a hair model at a *single* show. *Id.* at 81. Instead of paying Smith at the end of the show,  
11 L’Oreal paid her two months later. *Id.* As explained by a district court deciding whether the holding  
12 in *L’Oreal* applied in the temporary service context, “in *L’Oreal*, the parties' express understanding  
13 was that the plaintiff's employment would end upon her completion of the one-day assignment. Based  
14 upon that fact, the Court determined that the plaintiff was ‘discharged’ when her one-day assignment  
15 ended.” *Elliot v. Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1176 (C.D. Cal. 2008), *aff’d*, 368  
16 F. App'x 761 (9th Cir. 2010) (granting employer summary judgment on waiting time penalties claim  
17 where plaintiff alleged temporary employees should have been paid at the end of each temporary  
18 assignment rather than weekly).

19 In *L’Oreal*, the “Court had no occasion to discuss whether the end of an assignment for a  
20 temporary employee of a temporary staffing agency rendered the employee ‘discharged’ within the  
21 meaning of section 201.” *Id.*; *see also Sullivan v. Kelly Servs., Inc.*, Case No. C 07-2784-CW 2008  
22 U.S. Dist. Lexis 91608 (N.D. Cal. 2008) (rejecting argument that *L’Oreal* applies to temporary  
23 services employees). Nor did the *L’Oreal* Court address when part-time seasonal employees are  
24 discharged, which is the situation here.

25 Second, in response to the *L’Oreal* decision, the legislature passed SB 940 “to address  
26 concerns that [the decision] may be applied too broadly to the temporary services context.” *Id.* SB  
27 940 added Labor Code section 201.3 to “clarify” the issue of when temporary employees’ wages are  
28 due “by explicitly stating that an employee of a temporary services employer will be paid weekly,  
regardless of when the assignment ends.” *Id.* (quoting Senate Bill Analysis, SB 940, at p. 5, available

1 at<[http://info.sen.ca.gov/pub/07-08/bill/sen/sb\\_0901-0950/sb\\_940\\_](http://info.sen.ca.gov/pub/07-08/bill/sen/sb_0901-0950/sb_940_)  
2 cfa\_20080624\_160423\_sen\_floor.html); *see also id.* (quoting Senate Bill Analysis, SB 940, at p. 6  
3 (characterizing SB 940 as “clarifying that the completion of an assignment by an employee of a  
4 temporary services employer is not a discharge . . . .”).

5 Since then, a California Court of Appeal has held that a discharge under “section 201.3(b)(4)  
6 applies when a temporary services employer discharges an employee from employment with the  
7 temporary services employer, not when such an employer terminates an employee from a particular  
8 work assignment.” *Young v. RemX Specialty Staffing*, 91 Cal. App. 5th 427, 435 (Ct. App. 2023).  
9 Considering the legal authority, and the facts (e.g., that employees of Legends are W-2 employees,  
10 requiring immediate payment would be illogical to strictly apply Labor Code section 201 to  
11 temporary staffing agencies and deem them as being terminated at the end of each assignment,  
12 considering temporary employees are only discharged upon being terminated from employment with  
13 a temporary services employer rather than upon the end of each assignment, which is also consistent  
14 with the CBA.

15 **b. Shuster’s Counsel Recently Lost an Appeal on a Nearly Identical Theory, It is**  
16 **Puzzling why the LWDA relies on it his legal arguments.**

17 Importantly, Shuster’s counsel had been litigating a nearly identical theory against the San  
18 Francisco Giants for years in *Melendez v. San Francisco Baseball Associates LLC*, San Francisco  
19 Superior Court Case No. CGC-15-549146. Melendez alleged that the Giants discharged putative  
20 class members at the end of each homestand, baseball season, and non-baseball event, and that they  
21 were liable for waiting time penalties because employees were paid on their regularly scheduled  
22 payroll dates rather than immediately at the end each event. In the midst of and in response to the  
23 *Melendez* litigation, the California legislature passed SB 286, which was signed into law to as Labor  
24 Code section 201.8. Section 201.8 applies to employees who work at events held at a professional  
25 baseball venue. It clarified that “[t]he conclusion of an event or series of events (whether it is a single  
26 game, concert, or event, or a series of games in a homestand, or the end of the season for a  
27 professional baseball team), by itself, does not constitute a discharge, termination, layoff, or any  
28 other type of break in service.” In 2021, the *Melendez* superior court granted the Giant’s motion for

1 judgment on the pleadings, on the grounds that Labor Code section 201.8 clarified Labor Code  
2 section 201 and therefore applied retroactively to bar Melendez's claims.

3       Thereafter, the 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 codifies a general rule that an events employee is not entitled to immediate payment of his or her  
6 wages." *Id.* at \*2 (citing § 201.8(b).) "Instead, the 'employee is entitled to receive payment of the  
7 wages earned and unpaid by the next regular payday, unless an events employee is discharged by the  
8 employer or the events employee quits the employment, in which case payment of final wages is  
9 governed by Sections 201 and 202, respectively.'" *Id.*

10       The *Melendez* Court rejected Shuster's counsel's argument that Section 201.8 must be  
11 deemed a change in the law. *Id.* at \*6. Melendez based his argument on his construction of the  
12 provision of Section 201 regarding the timing of paying final wages to seasonal employees in the  
13 canning industry "as equating layoffs with discharges unless they fall within the statutory exception  
14 carved out for specific types of seasonal work." *Id.* He argued, therefore, that the Legislature carved  
15 out a new exception to the rule of immediate wage payment for employers in the baseball industry.  
16 *Id.* The *Melendez* Court stated: "Melendez's argument rests on the false assumption that his  
17 interpretation of section 201(a) is incontrovertible." *Id.* "Melendez points to no language in section  
18 201 that addresses whether employees who work in industries *not* listed in section 201(a), such as  
19 employees in the professional baseball industry, are discharged within the meaning of the statute  
20 each time they complete a specific assignment." *Id.* The *Melendez* Court also found Melendez's "case  
21 is distinguishable from *Smith* [also referred to as *L'Oreal*,] because Melendez's ongoing employment  
22 with the Giants consisted of temporally-limited work assignments, as opposed to a voluntary  
23 termination after a single, short-term job." *Id.* at \*8. The *L'Oreal* decision "did not address employees  
24 in the professional baseball industry, just as it did not address temporary services workers." *Id.*

25       Although Labor Code section 201.8 is limited to employees at professional baseball venues,  
26 the same logic set forth in the *Melendez* case applies here. Therefore, absent Legends affirmatively  
27 discharging or terminating any employee, the conclusion of any event or season does not constitute  
28 a discharge within the meaning of Labor Code section 201 to trigger immediate payment of wages

1 and waiting time penalties under Labor Code section 203. This interpretation is logical and is  
2 consistent with the *Melendez* court’s position that Section 201.8 did not represent a change in the law  
3 or carve-out from Labor Code 201 – in other words, it has always been the case under Labor Code  
4 section 201 that event-based employees are not terminated at the end of each series of events.

### 5 **3. Labor Code § 351**

6 With respect to lost tips, Murchison learned through informal discovery that on September  
7 18, 2022, FreedomPay, the company Legends used to process credit card transactions, had a national  
8 outage that caused issues including delays in processing transactions as well as lost transactions.  
9 Murchison learned that Legends received some data after the fact regarding tips associated with the  
10 delayed transactions and paid such amounts to employees.

11 Murchison’s informal discovery and investigation did not reveal issues with respect to  
12 employees receiving all tips. For instance, Legends does not mandate tip pooling. Its tip eligible  
13 employees may voluntarily share a portion of their tips with supporting employees. Tips are paid  
14 weekly with regular payroll. Weekly payroll is paid on Tuesdays. Therefore, I heavily discounted  
15 PAGA penalties relating to tip allocation.

### 16 **4. Suitable Seating**

17 Section 14 of the Industrial Welfare Commission’s Wage Order, Wage Order 5 applies only  
18 **“[w]hen employees are not engaged in the active duties of their employment”** and **“it does not**  
19 **interfere with the performance of their duties.”** Cal. Code Regs., tit. 8, § 11070, subd. 14(B)  
20 (Emphasis added.) Summarizing this requirement, “the IWC has stated that section 14(B) applies  
21 during ‘lulls in operation’ when an employee, while still on the job, is not then actively engaged in  
22 *any* duties.” *Kilby v. CVS Pharmacy, Inc.*, 63 Cal. 4th 1, 19 (2016) (quoting IWC 1976 Wage Orders,  
23 Summary of Basic Provisions, Seats, p. 3). The IWC crafted these seating requirements to be  
24 “flexible” and “subject to administrative judgment as to what is reasonable.” *Id.* at 17 (quoting IWC,  
25 Statement of Findings by the Industrial Welfare Commission of the State of Cal. in Connection with  
26 the Revision in 1976 of its Orders Regulating Wages, Hours, and Working Conditions (Aug. 13,  
27 1976) p. 15.) “[A]lthough the seating requirement was meant to protect workers, its implementation  
28 [is] not absolute and [takes] into account the feasibility and practicability of providing a seat in that

1 particular context.” *Id.* at 19. When a court stands in for the expert agency decisionmaker, it thus  
2 must heed “the flexibility envisioned by the IWC’s reasonableness standard.” *Id.* at 18. “[T]he court”  
3 must, for example, “consider the relationship between the standing and sitting tasks done [in a  
4 particular location], the frequency and duration of those tasks with respect to each other, and whether  
5 sitting, or the frequency of transition between sitting and standing, would unreasonably interfere with  
6 other standing tasks or the quality and effectiveness of overall job performance.” *Id.* “The weight  
7 given to any relevant factor will depend upon the attendant circumstances.” *Id.* at 21. Ultimately, the  
8 court must make a judgment “balanc[ing] an employee’s need for a seat with an employer’s  
9 considerations of practicability and feasibility.” *Id.* at 18.

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

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

27 Here, Legends provides seats in designated break areas. Murchison’s investigation revealed  
28 that lulls in work typically do not exist during which **event staff** can sit in chairs while “not engaged

1 in the active duties of their employment.” Rather, bartenders, cooks and concession stand workers  
2 are expected to work while on the clock. When not greeting or serving guests, they are expected to  
3 ensure that their work area is fully equipped with tools and products needed for mixing beverages  
4 and serving guests as well as keeping the work area cleaned and organized. Therefore, providing  
5 seats in concession stands would interfere with the performance of Plaintiffs and other employees’  
6 duties. As such, it would difficult to prove that Legends is required to provide seats in event staff’s  
7 work areas.

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 concession  
10 stands would unduly interfere with other standing tasks. Concession stands are small and lack space  
11 for a seat that will not create a tripping hazard for other employees who are walking back and forth  
12 to perform their work. Second, the frequency of transitioning from sitting to standing would interfere  
13 with employees’ work and ability to quickly greet and serve guests.

14 In short, seated work is not feasible for Legends’ *non-administrative employees who are*  
15 *staffed during events when they are super busy*. Based on the foregoing, it is unlikely to be able to  
16 prevail on suitable seating claim. Logically, there are no differences in the strength or prevalence of  
17 seating claims at different facilities. The nature of the work (e.g., bartending, cooking, concession  
18 stand) does not permit sitting while performing work. Under authority such as *Kilby* and *LaFace*,  
19 which confirm that suitable seating is not a viable claim where the nature of the work does not permit  
20 sitting while working, Murchison determined that a significant discount was warranted for this  
21 theory.

22 **V. WHILE LWDA MAY COMMENT ON PAGA SETTLEMENT, IT HAS NO**  
23 **RIGHT OR AUTHORITY TO OBJECT TO THE CLASS SETTLEMENT.**

24 PAGA jurisprudence allows for concerns to be raised to the court regarding reasonableness  
25 of settlements by the LWDA as to the PAGA claims. But it does not allow for the LWDA to object  
26 to class settlement. Additionally, even though the Labor Code provides for the LWDA to provide  
27 its comments, it does not allow the LWDA to derail the diligent efforts of properly deputized  
28 aggrieved employees such as Murchison and now Bhullar to obtain fair and arms-length recovery for

1 other aggrieved employees. Indeed, Mr. Shuster's counsel's tactics in this proceeding, which is  
2 regurgitated by the LWDA, may result in years of delay before the LWDA and aggrieved employees  
3 recover any amount for these alleged claims. Shuster's counsel wasted the LWDA's time by sending  
4 his Request for Investigation Letter, wasted this Court's time by filing a motion to intervene, and  
5 wasted the parties resources to oppose and brief all these issues. All this because Shuster's counsel  
6 failed to reach a reasonable settlement with Legends prior to Murchison's counsel. It is nothing but  
7 an effort to hinder a reasonable settlement reached after more than four years of litigation. It is  
8 nothing but self-serving efforts purporting to be proxies of the State only to secure a piece of the pie  
9 for themself.

10 For example, in *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112,  
11 1136, the Court of Appeal affirmed the trial court's reduction of PAGA civil penalties by 30 percent,  
12 finding that awarding the full penalties would have been "unjust" because "the evidence  
13 showed...defendants took their obligations...seriously and attempted to comply with the law," and  
14 that the defendants' financial condition "rendered them unable to pay penalties from ongoing  
15 revenues." Similarly, in *Fleming v. Covidien*, No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047  
16 at \*4 (C.D. Cal. Aug. 12, 2011), the court reduced PAGA civil penalties for wage statement violations  
17 from \$2,800,000 to \$500,000, because "the aggrieved employees suffered no injury" as a result of  
18 the violations, the defendants "were not aware" their wage statements violated the law, and the  
19 defendants "took prompt steps to correct all violations once notified."

20 Accordingly, while courts cannot deny PAGA civil penalties outright, they can and do reduce  
21 the awarded penalties based on such considerations as the egregiousness of the violations, the  
22 employer's efforts at compliance, and the employer's ability to pay. Likewise, courts have approved  
23 PAGA settlements for only a fraction of the potential PAGA civil penalties, particularly where  
24 counsel have presented compelling reasons why recovery of penalties was unlikely. (See,  
25 e.g., *Viceral v. Mistras Grp., Inc.* (N.D. Cal. Oct. 11, 2016, 2016 WL 5907869 at \*9 [preliminarily  
26 approving class action settlement that included a PAGA set-aside of just 0.15 percent of the PAGA  
27 claim's full potential value, where "Plaintiffs face[d] a substantial risk of recovering nothing on either  
28 the class or PAGA claims"]; *Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037

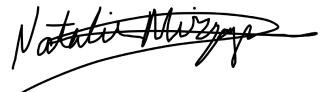
1 [preliminarily approving class action settlement allocating a PAGA set-aside worth a fraction of the  
2 PAGA claim’s potential value, where the defendant’s obligations were “genuinely unclear” and there  
3 was no evidence the defendant acted deliberately or negligently failed to learn about its obligations].)  
4 PAGA’s plain language indicates that an employer will be assessed a lower, “initial” penalty for each  
5 initial pay period in which a violation occurs, and a higher, “subsequent” penalty for each subsequent  
6 pay period in which a violation occurs. (Lab. Code, § 2699, subd. (f)(2).) In *Amaral*, however, the  
7 court held, “Until the employer has been notified that it is violating a Labor Code provision (whether  
8 or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to  
9 be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties [and will  
10 be assessed only the ‘initial’ violation rate].” (*Amaral, supra*, 163 Cal.App.4th at 1209.) This  
11 language could be read as indicating that until the Labor Commissioner or a court informs an  
12 employer that it has violated the Labor Code, the employer can only be assessed the “initial” violation  
13 rate.

14       Importantly, the calculation for these new claims was **not** under the new PAGA statute,  
15 wherein stacking is not permitted unless the employer acted intentionally or willfully, based on the  
16 **assumption** that Plaintiffs’ April 14, 2025 Notice and **proposed** amended complaint relate back to  
17 Mr. Murchison’s original notice and PAGA-complaint. *See Hutcheson v. Superior Court*, 74 Cal.  
18 App. 5th 932 (2022) (holding second employee’s PAGA complaint related back to original  
19 employee’s PAGA complaint). *See Brown v. Ralphs Grocery Co.* (2018) 28 Cal.App.5th 824, 829.  
20 Under the relation back doctrine, an amended complaint is deemed to have been filed at the time of  
21 the earlier complaint if the amended complaint “(1) rest[s] on the *same general set of facts*, (2)  
22 involve[s] the *same injury*, and (3) refer[s] to the *same instrumentality* ....” (*Norgart v. Upjohn*  
23 *Co.* (1999) 21 Cal.4th 383, 409.) *Soldinger v. Northwest Airlines* (1996) 51 Cal.App.4th 345, 381  
24 [“Incidents not described in a DFEH charge can be included in the subsequently filed lawsuit if they  
25 would necessarily have been discovered by investigation of the charged incidents, i.e., if the  
26 allegations in the civil complaint were ‘like or related’ to those specified in the DFEH charge”].)  
27 ***Thus, the expert calculated the penalties for the new claims based on the old PAGA statute.***  
28

1           **VI.     CONCLUSION**

2           The proposed Class Settlement is fair, adequate, and reasonable. It will result in  
3 substantial payments to Class Members; it is non-collusive; and it was achieved as the result of  
4 informed, extensive, and arms' length negotiations conducted by counsel for respective parties  
5 who are experienced in wage and hour class action litigation. For the foregoing reasons,  
6 Plaintiffs respectfully request that the Court overrule the LWDA's Objections and grant  
7 preliminary approval of the proposed settlement, sign the proposed Order, approve and authorize  
8 mailing of the proposed Notice Packet submitted herewith, and set a date for final approval  
9 hearing.

10  
11  
12 Dated:           October 24, 2025

  
\_\_\_\_\_  
NATALIE MIRZAYAN  
MIRZAYAN LAW, APLC  
  
Attorneys for Plaintiff  
DOMINGO MURCHINSON