

Exhibit A

MIRZAYAN LAW, APLC
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Attorneys for Plaintiff
DOMINGO MURCHISON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DOMINGO MURCHISON, individually and)
on behalf of all current and former similarly)
situated employees in the State of California,)

Plaintiff,)

v.)

MVP EVENT PRODUCTIONS, LLC, a)
California Limited Liability Company dba)
MVP EVENT STAFFING; GREGORY)
FIELDING, an individual; LEGENDS)
HOSPITALITY, LLC, a Delaware Limited)
Liability Company (previously designated by)
the fictitious name of "DOE 1"; and DOES 2)
to 50, inclusive.)

Defendant.)

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

ASSIGNED FOR ALL PURPOSES TO:
DAVID A. HOFFER; Dept.: CX-103

Reservation Number: 74520306

Date: July 18, 2025

Time: 10:00 a.m.

Dept.: CX-103

DECLARATION OF NATALIE MIRZAYAN,
ESQ. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
FOR PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES ONLY

[Filed Concurrently with a Motion for
Preliminary Approval of Class Action and
PAGA Settlement; Proposed Order]

Complaint Filed: December 6, 2021

1 I, Natalie Mirzayan, declare as follows:

2 1. I am an attorney at law, duly authorized to practice law before all of the courts of the State of
3 California and I am a shareholder at Mirzayan Law, A Professional Law Corporation. I am the
4 attorney for Plaintiffs, DOMINGO MURCHISON, and DAVINA BHULLAR (“Plaintiffs” or “Class
5 Representatives”) in this case. I make this Declaration on behalf of the Plaintiffs in support of
6 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and for Provisional Class
7 Certification for Settlement Purposes Only. I am familiar with the files, pleadings, and facts in
8 this case and could and would competently testify to the following facts on the basis of my personal
9 knowledge.
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11 2. I obtained my B.A. in Economics with honors (*Cum Laude*) from the University of California
12 Los Angeles (“UCLA”), and my Juris Doctorate from California Western School of law in San
13 Diego, California. Thereafter, I obtained my LLM. in Taxation from Chapman University School of
14 Law in Orange, California. I have been admitted to the State Bars of California, New York, and New
15 Jersey since 2010. Geographically, I practice in all areas in the State of California including, but not
16 limited to, Los Angeles County, Orange County, San Diego County, and Ventura County. I
17 specialize in civil litigation primarily focusing on labor and employment, as well as business torts,
18 and taxation. Specifically, my firm represents employees in class and representative actions
19 involving disputes arising under the California Labor Code.
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21 3. A true and correct copy The Class Action and PAGA Settlement Agreement (“Agreement”),
22 is attached hereto as **Exhibit “1”**.
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24 4. A true and correct copy of Plaintiffs’ Fourth Amended Complaint, which was stipulated to
25 by Plaintiffs and Defendant in the Agreement and is attached as **Exhibit “2”**.
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27 5. On December 3, 2021, Plaintiff Domingo Murchison sent notice to the LWDA to exhaust
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1 administrative remedies under the PAGA. On April 11, 2023, Plaintiff Domingo Murchison
2 submitted an amended notice to the LWDA to identify Defendant Legends Hospitality, LLC as a
3 Doe employer. On April 11, 2025, Plaintiff Domingo Murchison and Davina Bhullar submitted an
4 amended notice to the LWDA to add Ms. Bhullar as a representative and include additional statutes
5 they contend were violated. The operative PAGA notice alleges violations of Labor Code sections
6 200, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 247.5, 351, 510, 512,
7 1194, 1197, 1197.1, 1198, 558, 2802 and 2810.5. A true and correct copy is attached hereto as
8 Exhibit “3”.
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10 6. As of the filing of this declaration, the LWDA did not respond to any of the notices within
11 the statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private
12 Attorneys General on all alleged PAGA claims.

13 7. On December 6, 2021, Plaintiff Domingo Murchison filed this putative class action complaint
14 in the Orange County Superior Court against MVP Event Productions, LLC dba MVP Event Staffing
15 and Gregory Fielding. The complaint asserted that Defendants are liable for: (1) Failure to Pay
16 Wages for All Hours worked, Including Overtime (Labor Code sections 510, 1198, 1198); (2) Failure
17 to Provide Meal Periods (Labor Code sections 226.7, 512); (3) Failure to Authorize and Permit Rest
18 Periods (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections
19 1182.12, 1194, 1197, 1107.1, and 1198); (5) Failure to Provide Accurate Wage Statements (Labor
20 Code Sections 226(a), 1174(d), 246(i)); (6) Waiting Time Penalties (Labor Code sections 201, 202,
21 203); (7) Failure to Pay All Wages Timely During Employment (Labor Code sections 201.3, 210);
22 (8) Conversion; (9) Injunctive Relief; and (10) Unfair Business Practices (Business and Professions
23 Code sections 17200-17208).
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26 8. On November 22, 2022, Plaintiff Domingo Murchison filed a First Amended Complaint. The
27 First Amended Complaint removed the Conversion claim and added a claim for penalties under the
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Private Attorneys General Act.

9. On April 21, 2023, Plaintiff Domingo Murchison filed a Second Amended Complaint, in which he added Defendant Legends Hospitality, LLC as a defendant. On June 26, 2023, Plaintiff Domingo Murchison filed a Third Amended Complaint replacing a Doe defendant with Defendant Legends Hospitality, LLC.

10. 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.

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

Members. See Exhibit “4”.

12. Counsel for the respective Parties engaged in extensive discussions about the strengths and weaknesses of the claims and defenses. Plaintiffs and Defendant undertook extensive mediation efforts, including attending all day mediation on February 21, 2025 with well-respected mediator Honorable Judge Ann Jones, who is a former magistrate judge in the United States District Court for the Central District of California and former judge in Los Angeles Superior Court’s complex division. The Parties did not reach a settlement at that time, and Hon. Jones made a Mediator’s Proposal, which the Parties subsequently accepted. The Parties memorialized their agreement by signing the Agreement (Exhibit “1”).

13. A summary of the terms of the settlement are as follows:

i) The Parties stipulate, for purposes of this settlement only, to certification of Class and Tip Class, respectively defined as:

All individuals who are or previously 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.

All individuals who are or previously were employed by Legends Hospitality, LLC in the State of California who was or is eligible to receive tips during December 6, 2017 through April 28, 2025.

ii) The Parties also stipulate, for purposes of this settlement only, that the Court should approve a PAGA settlement on behalf of all “Aggrieved Employees” defined as:

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

iii) If the Court approves this Settlement, Defendant will make a non-revisionary settlement payment in the amount of Seven Hundred Seventy-Five Thousand Dollars and No Cents (\$775,000.00) to resolve all claims, and costs relating to the Settlement. (1) 40% of the Common Settlement Fund (estimated to be \$310,000.00) will be allocated towards the

1 payment of the Class Counsel Fees as awarded by the Court; (2) \$10,000.00 to Davina
2 Bhullar and \$15,000.00 to Domingo Murchison (up to \$25,000 in total); (3) \$35,776.00
3 in reasonable costs incurred by the Administrator to administer the Settlement; (4)
4 \$40,000.00 as payment of PAGA penalties, of which 75% or \$30,000.00 will be paid to
5 the Labor and Workforce Development Agency (“LWDA”) of the State of California; (5)
6 Litigation Expenses as supported by invoices; and (6) the Net Settlement Amount,
7 including Net Settlement Payments and Individual PAGA Payments to Participating
8 Class Members. Additionally, all Employer Taxes due on the wage portion of the
9 settlement, will be separately paid by Legends.

10 iv) Legends shall fully fund the Gross Settlement Amount, and also fund the amounts
11 necessary to fully pay Legend’s share of payroll taxes by transmitting the funds to the
12 Administrator no later than 14 days after the Effective Date;

13 v) Class Members will be paid their proportionate share based on the total number of
14 Workweeks worked during the Class Period and, as applicable, the Tip Class Period
15 and PAGA Period.

16 vi) For any Class Member whose Individual Class Payment check or Individual PAGA
17 Payment check is uncashed and cancelled after the void date, the Administrator shall
18 transmit the funds represented by such checks to the California Controller’s Unclaimed
19 Property Fund in the name of the Class Member thereby leaving no “unpaid residue”
20 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

21 14. The settlement that has been reached, subject to this Court's approval, is the product of
22 substantial effort by the parties and their counsel. The settlement was reached after extensive factual
23 and legal investigation and research, numerous discussions, exchanges of documents,
24 correspondence, and an extensive mediation. The settlement amount is, of course, a compromise
25 figure. It considered, risks related to liability, damages, and all the defenses asserted by Defendant.
26 Counsel for Plaintiffs is satisfied that this figure is reasonable in light of the risks and expense of
27 continued litigation.

1 15. Prior to the Settlement, Plaintiffs' counsel investigated the claims alleged by Plaintiffs,
2 conducted legal research, and engaged in extensive informal and formal discovery. Defendant
3 produced written policies, collective bargaining agreements, venue event schedules, sample meal
4 break waivers and time edit authorization forms, and a sample of data consisting of time, payroll,
5 and tip records. Plaintiffs' statistical expert Sean Chasworth at Phillips Fractor and Company,
6 analyzed this information enabling Class Counsel to evaluate the potential liability and damages for
7 the Class Members. Based upon this information, Class Counsel was able to act intelligently and
8 effectively in negotiating the proposed Settlement

9 16. Unreimbursed Business Expenses: Plaintiffs' claims for reimbursement were as a result of
10 Defendant's alleged failure to reimburse Plaintiffs and Class Members for the use of their cellphone
11 and parking as alleged in the Operative Complaint. Prior to mediation, Plaintiff's statistical experts
12 calculated the value of this claim and interest to be approximately \$3,129,169.38 based on an estimate
13 that on average, Class Members incurred about \$10 in data usage and parking expenses per month
14 and there were approximately 45 months during the relevant time period. Legends contends that it
15 provides employees with adequate complimentary parking, for some venues according to a collective
16 bargaining agreement, and tools to communicate as well as schedules communicated verbally and
17 via paper postings, and therefore employees were not required to incur expenses related to cellphones
18 to perform their work or for scheduling purposes. Legends also argues that this claim is not suitable
19 for class treatment because it will require individualized determinations as to whether each employee
20 chooses to park where fees are required or to use a cellphone and the reason for doing so, as well as
21 whether employees ever notified Legends that these expenses were incurred and whether employees
22 actually incurred costs (rather than, for example, a family member paid for their data plan).
23 Accordingly, Plaintiffs discounted the maximum exposure by 85% for the risk of non-certification,
24 and an additional 85% to account for Defendant's defenses on the merits, to arrive at an estimated
25 exposure of \$70,406.30.

26 17. Claims Related To Unpaid Wages: Plaintiffs' claims for failure to pay wages for all hours
27 worked as alleged in the Operative Complaint, were as a result of Defendant's alleged failure to pay
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1 Plaintiffs and the Class for wages for off-the-clock work during security and COVID checks as
2 required by California law, thereby resulting an aggregate loss of wages to employees. Based on
3 available records provided by Defendant, Plaintiffs' economic expert estimates the value for the
4 unpaid minimum and overtime wages to be \$4,239,541.37 (based on 12 minutes of estimated unpaid
5 time per workday). However, Defendant contends that Plaintiffs and the Class members were
6 properly paid for all hours worked and that the alleged "off-the-clock" work was not the result of any
7 policy or practice of the company, but instead was purely an individualized claim, such that Plaintiffs
8 would not be able to certify a class based on this claim. Defendant further contends that employees
9 were on the clock during security and COVID checks, and even if some employees occasionally may
10 have failed to record their time accurately in violation of Legends' policy, they would have been
11 sporadic, isolated instances. Defendant also contends that 12 minutes is an excessive assumption to
12 make and not realistic in light of actual practices. Accordingly, Plaintiffs discounted the maximum
13 exposure by 85% for the risk of non-certification, and an additional 90% to account for Defendant's
14 defenses on the merits, to arrive at an estimated exposure of \$63,593.12.

15 18. Claims Related to Meal Break Violations: Plaintiffs allege that they would have been entitled
16 to recover meal period premiums for Defendant's failure to provide Class Members with compliant
17 meal breaks. Plaintiffs' statistical experts calculated the meal break damages to be approximately
18 \$7,349,482.81 assuming a class is certified and maximum damages awarded. However, Defendant
19 disputes the statistical analysis prepared by Plaintiff and also asserts that their meal period policies
20 were compliant with California law, that employees waived their meal breaks for shifts less than six
21 hours, and that they provided employees the opportunity to take their timely meal periods. Defendant
22 contends it provided employees with compliant meal breaks, well before the fifth and tenth hour of
23 work. Accordingly, Defendant contends that any analysis of alleged missed meal periods would
24 require an individualized inquiry of each employee to determine whether there was any meal period
25 liability that would then require payment of the meal period premiums, such that class certification
26 would not be proper for these claims. *See Brinker Restaurant Corp. v. Super. Ct.*, 53 Cal. 4th 1004
27 (2012). Defendant also contends the meal break calculation does not account for meal break waivers.

1 Accordingly, Plaintiffs discounted the maximum exposure by 90% for the risk of non-certification,
2 and an additional 95% to account for Defendant's defenses on the merits, to arrive at an estimated
3 exposure of \$36,747.41.

4 19. Rest Break Violations: Plaintiffs also allege that they would have been entitled to recover rest
5 break premiums for Defendant's failure to provide Class Members with compliant rest breaks.
6 Plaintiffs statistical experts calculated the rest break damages to be approximately \$20,807,390.78
7 assuming a class is certified and maximum damages are awarded. However, as with the alleged meal
8 period violations, Defendant asserts that it authorized and permitted employees to take timely rest
9 breaks during which time they are relieved of all work. Accordingly, Defendant contends the rest
10 break claims would require an individualized inquiry of each employee to determine whether there
11 was any rest break liability, such that class certification would not be proper for these claims.
12 Defendant also contends that Plaintiff's damages analysis is inflated because it is not limited to shifts
13 in which employees worked sufficient hours to obtain one or two rest breaks. Accordingly, Plaintiffs
14 discounted the maximum exposure by 90% for the risk of non-certification, and an additional 90%
15 to account for Defendant's defenses on the merits, to arrive at an estimated exposure of \$208,073.90.

16 20. Wage Statement Penalties: Plaintiffs allege that they would have been entitled to recover
17 penalties for Defendant's failure to issue compliant wage statements under California Labor Code
18 §226(e). As a result of Defendant's alleged failure to provide compliant wage statements each pay
19 period, each aggrieved employee could recover up to a maximum of a \$4,000.00 aggregate penalty
20 pursuant to Labor Code §226(e), depending on the number of pay periods she or he was issued a
21 non-compliant wage statement. Prior to mediation, Plaintiffs' statistical experts calculated the
22 maximum wage statement penalties to be approximately \$22,711,167.19. However, Defendant
23 contends that these alleged wage statement claims were not the result of a "knowing and intentional
24 failure" by Defendant to comply with section 226(a) as required by Labor Code §226(e), and that the
25 employees did not suffer injury for purposes of recovering penalties as required under Labor Code
26 §226(e)(2)(B)(i) and (ii). Accordingly, Plaintiffs discounted the maximum exposure by 80% for the
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1 risk of non-certification, and an additional 95% to account for Defendant's defenses on the merits,
2 to arrive at an estimated exposure of \$227,111.67.

3 21. Unpaid Tips: Plaintiffs also allege that they would have been entitled to recover unpaid tips
4 that were earned, but not distributed to them on occasion due to system processing errors. Plaintiff's
5 statistical expert calculated unpaid tips to be \$1,259,843 assuming \$5 of unpaid tips per workweek.
6 Defendant contends that it maintained a compliant policy and practice of accurately paying class
7 members all tips due, and that if there were any underpayments, they were rare and not subject to
8 common practice. Accordingly, Plaintiffs discounted the maximum exposure by 90% for the risk of
9 non-certification, and an additional 90% to account for Defendant's defenses on the merits, to arrive
10 at an estimated exposure of \$12,598.43.

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

14 23. Davina Bhullar seeks \$10,000.00 and Domingo Murchison seeks \$15,000.00 in the light of
15 his commitment as Class Representative since 2021. Each Class Representative is entitled to an
16 enhancement award for their services as a class representative. Defendant does not oppose the
17 requested service award to the Plaintiffs.

18 24. Class Counsel seeks an attorneys' fees award of \$310,000.00, (40%) which will be paid from
19 the Common Settlement Fund. Class Counsel also seeks Litigation Expenses as supported by the
20 invoices submitted.

21 25. Class Counsel have borne, and continue to bear, the entire risk and cost of litigation
22 associated with this class action on a pure contingency basis. The requested fee falls well within
23 the historical range of attorney's fee awards under the common fund theory, which is generally from
24 20% to 50%. The requested fee is fair compensation for undertaking complex, risky, expensive, and
25 time-consuming litigation on a contingent fee basis. This case was litigated, investigated, and
26 extensive research, and negotiation was conducted purely on contingency basis.

26. Attached to the Agreement as Exhibit "A" is the proposed Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval ("Class Notice") to be distributed to the class members.

27. Here, the Class Notice was based on the Model Class Notice prepared by the Los Angeles County Superior Court and it contains all the required components. Specifically, it includes: (1) the definition of the Class, (2) a description of the substantive issues and proceedings to date; (3) a neutral description of the Settlement; (4) the amounts of Class Counsel Fees and Litigation Expenses; (5) information regarding the right to opt out of the Settlement, the procedure for doing so and the date by which such action must be taken; (6) information regarding the right to challenge one's number of work weeks, the procedure for doing so and the date by which such action must be taken; (7) information regarding the right to exclude oneself from the Settlement, the procedure for doing so and the date by which such action must be taken; (8) information regarding the right to file an objection regarding the Settlement, the procedure for doing so and the date by which such action must be taken; (9) the consequences of remaining a member of the Settlement Class, including the fact that one will be bound by the judgment; (10) the date, time and place of the final approval hearing; (11) the identity of the Class Representatives; and (12) the identity and contact information of Class Counsel and the Administrator.

28. Further, the method of notice, is more than adequate, in that the Class Notice will be mailed to Class Members at their last known address and there are procedures in place to make reasonable efforts to locate Class Members who no longer live at their last known address.

29. The parties have agreed to use Simpluris, an experienced settlement administrator, to administer the settlement. The Administration Expenses will be paid out of the Gross Settlement Amount. A true and correct copy of the Administration Expenses submitted by Simpluris is attached hereto as **Exhibit "5"**.

30. Class Counsel is an experienced class action attorney who has been appointed as class counsel in numerous cases alleging similar claims.

1 31. Class Counsel conducted an in-depth review of Legends’ policies, timekeeping and payroll
2 records, and drew on their extensive experience in similar cases to assess the strengths and
3 weaknesses of Plaintiffs’ case.

4 32. The Settlement was also reached with the assistance of an experienced and respected wage
5 and hour class action mediator.

6 33. On May 23, 2025, I appraised the Labor and Workforce Development Agency (“LWDA”) of
7 the Preliminary Approval Hearing date set for July 18, 2025 by electronically submitting the same
8 documents filed with this Court via online filing. A true copy of an auto-reply e-mail from the
9 LWDA’s DIR PAGA Unit confirming receipt of submission of the Settlement Agreement is attached
10 hereto as **Exhibit “6”**.

11 I declare under penalty of perjury under the laws of the State of California that the
12 forgoing is true and correct this 23rd day of May 2025 in the state of California.

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16 _____
Natalie Mirzayan
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EXHIBIT 1

JOINT STIPULATION REGARDING CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and entered into between the Plaintiffs Domingo Murchison and Davina Bhullar, on behalf of themselves, the Labor and Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant Legends Hospitality, LLC. This Agreement is subject to the terms and conditions set forth below and the approval of the Court.

1. DEFINITIONS

The following terms, when used in this Agreement, have the following meanings:

- 1.1 “Action” means the following lawsuit against Defendant alleging wage and hour violations: *DOMINGO MURCHISON v. MVP EVENT PRODUCTIONS, LLC, a California Limited Liability Company dba MVP EVENT STAFFING; GREGORY FIELDING, an individual, and LEGENDS HOSPITALITY, LLC; Does 1 through 20, inclusive*, pending in Orange County Superior Court, Case No. 30-2021-01234789-CU-OE-CXC, filed on December 6, 2021.
- 1.2 “Administrator” means Simpluris, Inc., or any other third-party entity the Parties agree to, and the Court approves, for the purposes of administering this Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4 “Aggrieved Employee(s)” means all individuals who are or previously were employed by Legends Hospitality, LLC in the State of California on a non-exempt basis at any time during the PAGA Period.
- 1.5 “Agreement” or “Settlement Agreement” means this Joint Stipulation Regarding Class Action and PAGA Settlement and Release.
- 1.6 “Class” means all individuals who are or previously were employed by Legends Hospitality, LLC in the State of California on a non-exempt basis at any time during the Class Period.
- 1.7 “Class Counsel” means Natalie Mirzayan of Mirzayan Law APLC.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

- 1.9 “Class Member(s)” means a member of the Class, as a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, LinkedIn and Facebook.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13 “Class Period” means August 21, 2021 through either (1) the Preliminary Approval Date, or (2) April 28, 2025, whichever is earlier.
- 1.14 “Class Representatives” or “Plaintiffs” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.15 “Class Representatives’ Released Claims” means any and all claims whatsoever Plaintiffs may have against Released Parties regarding Plaintiffs’ staffing, employment and/or the termination of employment including, but not limited to, any claims for wages, penalties, bonuses, severance pay, vacation pay, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant’s right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law.
- 1.16 “Class Representative Service Payment” means the service payment made to each Plaintiff as Class Representatives in order to compensate for them initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by Plaintiffs.
- 1.17 “Complaint” or “Operative Complaint” means the operative Complaint on file in the Action with the Court.

- 1.18 “Court” means the Orange County Superior Court.
- 1.19 “Defendant” means Defendant Legends Hospitality, LLC, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, principals, heirs, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. This definition does not include MVP Event Productions, LLC, Gregory Fielding, or any of its owners, directors, officers, or managing agents.
- 1.20 “Defendant’s Counsel” means Gene Ryu, Penny Chen, and Alison Hamer of K&L Gates LLP.
- 1.21 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if there are any objections, intervention attempts, or other attempts to challenge the Settlement, when the period for filing any appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed without any appeal, writ, intervention, or other proceeding having been filed; (b) if any appeal, writ, intervention, or other proceeding opposing the Settlement has been filed, when such appeal, writ, intervention, or other proceedings has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) if a timely appeal, writ, or other challenge to the Settlement is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.22 “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.23 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.24 “Gross Settlement Amount” is the sum of Seven Hundred Seventy-Five Thousand Dollars and No Cents (\$775,000.00), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

- 1.25 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated as follows: for all Participating Class Members, 90% of the Net Settlement Amount will be distributed according to the number of Workweeks worked during the Class Period; for all Participating Class Members who are Tip Class Members, 10% of the Net Settlement Amount will be distributed according to the number of Tip Workweeks during the Tip Class Period.
- 1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.27 “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.28 “LWDA” means the California Labor and Workforce Development Agency.
- 1.29 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.31 “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.32 “Notice of Settlement” means the document substantially in the form attached hereto as Exhibit 1.
- 1.33 “PAGA” means Private Attorneys General Act.
- 1.34 “PAGA Notice” means any and all letters submitted by Plaintiffs, including: (1) Plaintiff Domingo Murchison’s notice to the LWDA on December 3, 2021; (2) Plaintiff Domingo Murchison’s amended notice to the LWDA on April 11, 2023; and (3) Plaintiff Domingo Murchison and Davina Bhullar’s second amended notice to the LWDA.
- 1.35 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.36 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.

- 1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and the 75% to LWDA (\$30,000.00) in settlement of PAGA claims.
- 1.38 “PAGA Period” means September 18, 2021 up to either (1) the Preliminary Approval Date or (2) April 28, 2025, whichever is earlier.
- 1.39 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.40 “Parties” mean Defendant and Plaintiffs.
- 1.41 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.42 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator that meets the requirements of a QSF under US Treasury Regulation section 468B-1 for the benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant until the payments required under the Agreement are made.
- 1.43 “Qualifying PAGA Pay Periods” means the number of workweeks (i.e., a week beginning with Wednesday and ending with Tuesday), in which an Aggrieved Employee worked at least one (1) shift for Defendant. The calculation of an Aggrieved Employee’s Qualifying PAGA Pay Periods and a determination as to whether an Aggrieved Employee was staffed to work for Defendant in California in a particular workweek shall be construed from Defendant’s records and/or any proof an Aggrieved Employee presents.
- 1.44 “Qualifying Workweeks” are any workweeks (i.e., a week beginning with Wednesday and ending with Tuesday), in which a Class Member worked at least one (1) shift for Defendant. The calculation of a Class Member’s workweeks and a determination as to whether a Class Member was staffed to work for Defendant in California in a particular workweek shall be construed from Defendant’s records and/or any proof a Class Member presents.
- 1.45 “Released Class Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged, reasonably arise out of, or reasonably relate to the facts or allegations asserted in the Operative Complaint in this Action through the Class Period, including the following as set forth in (a)-(c):
- 1.45.1 (i) failure to pay all regular wages, sick pay wages, minimum wages, overtime wages due, vacation wages, and liquidated damages (Labor Code sections 227.3, 233, 246, 246.5, 351, 510, 1182.12, 1194, 1197, 1197.1, and

1198); (ii) failure to provide meal periods or compensation in lieu thereof (Labor Code sections 226.7, 512); (iii) failure to authorize and permit rest breaks or compensation in lieu thereof (Labor Code section 226.7); (iv) failure to provide complete, accurate wage statements (Labor Code Sections 226(a), 1174(d), 246(i)); (v) failure to pay wages timely at time of termination or resignation (Labor Code Sections 201-203); (vi) failure to pay all wages timely during employment (Labor Code sections 201.3, 204 *et seq.*, 210); (vii) failure to reimburse necessary business expenses (Labor Code section 2802); and (viii) unfair business practices that could have been premised on the claims or causes of action described above or any of the facts, claims, or causes of action pleaded in the Operative Complaint;

1.45.2 Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the complaints filed as part of the Operative Complaint; and

1.45.3 Any and all other claims under California common law, the California Labor Code, and federal law, including, but not limited to, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code, alleged in or that could have been alleged, reasonably arise out of, or reasonably relate to the facts or allegations pleaded in the Operative Complaint. In addition, to the extent required by law, the cashing of the settlement check by the Participating Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts or allegations pleaded in the Lawsuit. The Settlement Administrator shall include a legend on the settlement check stating, “By cashing this check, I am opting into the settlement in *Murchison, et al. v. Legends Hospitality, LLC, Orange County Superior Court*, Case No. 34-30-2021-01234789-CU-OE-CXC, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.”

1.1 “Tip Class Released Claims” means all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged, reasonably arise out of, or reasonably relate to the facts or allegations asserted in the Operative Complaint in this Action through the Tip Class Period for unfair business practices relating to alleged violation of California Labor Code section 351.

1.2 “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment by Defendant in a non-exempt position in California. Aggrieved Employees cannot opt out of Released PAGA Claims. Released PAGA Claims

specifically includes claims for PAGA penalties premised on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, failure to distribute all tips, failure to provide suitable seating, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code sections (510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 227.3, 351, 512, 226(a), 227.3, 1174(d), 246(i), 201-203, 201.3, 204, 210, 221, 223, 2802, 2810.5), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and California Industrial Welfare Commission Wage orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions or PAGA Notices, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded.

- 1.3 “Released Parties” means Defendant Legends Hospitality, LLC, and any of its/their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant. Released Parties shall not include Defendant MVP Event Productions, LLC, Gregory Fielding, or any of its owners, directors, officers, or managing agents. However, for avoidance of doubt, the Parties agree that the Released Class Claims, Tip Class Released Claims, and Released PAGA Claims shall operate in full force and effect with respect to Legends Hospitality, LLC to the maximum extent of the law, and this Release shall serve as a complete defense as to any Released Class Claims, Tip Class Released Claims, and Released PAGA Claims against Legends Hospitality, LLC.
- 1.4 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.5 “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.6 “Settlement” means the disposition of the Action and all related claims, effectuated by this Agreement and the Judgment.

- 1.7 “Tip Class Member” means all individuals who are or previously were employed by Defendant in the State of California who was or is eligible to receive tips during the Tip Class Period.
- 1.8 “Tip Class Period” means the period of time from December 6, 2017 through the earlier of the Preliminary Approval Date or April 28, 2025.
- 1.9 “Tip Workweek” means any week during the Class Period in which a Tip Class Member’s payroll records reflect any tips paid.
- 1.10 “Workweek” means any week during the Class Period in which a Class Member worked at least one shift for Defendant as a Class Member.

2. **RECITALS**

- 2.1 On December 3, 2021, Plaintiff Domingo Murchison sent notice to the LWDA to exhaust administrative remedies under the PAGA for Labor Code sections 200, 201, 201.3, 202, 203, 210, 226, 226.3, 226.7, 233, 246, 246.5, 247.5, 510, 512, 1194, 1198, 558, and 2810.5. On April 11, 2023, Plaintiff Domingo Murchison submitted an amended notice to the LWDA to identify Defendant Legends Hospitality, LLC as a Doe employer. On April 11, 2025, Plaintiff Domingo Murchison and Davina Bhullar submitted an amended notice to the LWDA to add Ms. Bhullar as a representative and include additional statutes they contend were violated, including Labor Code sections 204, 227.3, 351, 1197, 1197.1, and 2802. The LWDA did not respond to any of the notices within the statutorily required time frame and, as such, Plaintiffs became authorized to act as a Private Attorneys General on all alleged PAGA claims.
- 2.2 On December 6, 2021, Plaintiff Domingo Murchison filed this putative class action complaint in the Orange County Superior Court against MVP Event Productions, LLC dba MVP Event Staffing and Gregory Fielding. The complaint asserted that Defendants are liable for: (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, 1107.1, and 1198); (5) Failure to Provide Accurate Wage Statements (Labor Code Sections 226(a), 1174(d), 246(i)); (6) Waiting Time Penalties (Labor Code sections 201, 202, 203); (7) Failure to Pay All Wages Timely During Employment (Labor Code sections 201.3, 210); (8) Conversion; (9) Injunctive Relief; and (10) Unfair Business Practices (Business and Professions Code sections 17200-17208).
- 2.3 On November 22, 2022, Plaintiff Domingo Murchison filed a First Amended Complaint. The First Amended Complaint asserted that the defendants are liable for: (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, 1107.1, and 1198); (5) Failure to Provide Accurate Wage Statements (Labor Code Sections 226(a), 1174(d), 246(i)); (6) Waiting Time Penalties (Labor Code sections 201, 202, 203); (7) Failure to Pay All Wages Timely During Employment (Labor Code sections 201.3, 210); (8) Injunctive Relief; (9) Unfair Business Practices (Business and Professions Code sections 17200-17208); and (10) penalties under the Private Attorneys General Act.

- 2.4 On April 21, 2023, Plaintiff Domingo Murchison filed a Second Amended Complaint, in which he added Defendant Legends Hospitality, LLC as a defendant. The Second Amended Complaint asserted that the defendants are liable for: (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, 1107.1, and 1198); (5) Failure to Provide Accurate Wage Statements (Labor Code Sections 226(a), 1174(d), 246(i)); (6) Waiting Time Penalties (Labor Code sections 201, 202, 203); (7) Failure to Pay All Wages Timely During Employment (Labor Code sections 201.3, 210); (8) Injunctive Relief; (9) Unfair Business Practices (Business and Professions Code sections 17200-17208); and (10) penalties under the Private Attorneys General Act.
- 2.5 On June 26, 2023, Plaintiff Domingo Murchison filed a Third Amended Complaint replacing a Doe defendant with Defendant Legends Hospitality, LLC.
- 2.6 Plaintiffs will seek leave to file a Fourth Amended Complaint, which will add Davina Bhullar as a class representative, include additional factual allegations, and match the scope of the resolution reached by the Parties. The Fourth Amended Complaint will include the following causes of action: (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.
- 2.7 Through informal and informal discovery, Defendant and Defendant's counsel provided Class Counsel with information regarding Plaintiffs' staffing to and/or employment with Defendant, information regarding Class Members, a random sampling of Class Members' time and payroll data, a Temporary Staffing Services Agreement it had with MVP Event Productions, LLC, written policies, and collective bargaining agreements.

- 2.8 Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9 On February 21, 2025, the Parties participated in a full day mediation with private mediator (Ret.) Honorable Ann Jones. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator's proposal. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- 2.10 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.
- 2.11 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.12 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

3. **MONETARY TERMS**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$775,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages and/or tips, which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the

Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- 3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 to Davina Bhullar and not more than \$15,000.00 to Domingo Murchison in the light of his commitment as Class Representative since 2021 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' requests for the Class Representative Service Payments that each do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than forty percent (40%) of the Gross Settlement Amount, which is currently estimated to be \$310,000.0, and a Class Counsel Litigation Expenses Payment of not more than actual costs supported by invoices. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment, Class Counsel Litigation Expenses Payment, or any other claim for attorney's fees and costs relating to the Actions. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$35,776.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$50,500.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- 3.2.4 To the LWDA and Aggrieved Employees: Aggrieved Employees will be bound by the Released PAGA Claims and PAGA Payments will be made regardless of whether Aggrieved Employees opt out of the Settlement. PAGA Penalties in the amount of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payments by dividing the total number of PAGA Pay Periods worked by the Aggrieved Employees.
- (a) Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - (b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- 3.2.5 To Each Participating Class Member. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- (a) Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- (b) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 10,587 Class Members who collectively worked a total of 516,223 Workweeks during the Class Period, and 10,469 Aggrieved Employees who worked a total of 508,470 PAGA Pay Periods.
- 4.2 Class Data. Not later than 10 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1 Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 5.2 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks

for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. The Administrator's mailing or re-mailing of the Class Notice and/or payments to Participating Class Members and Aggrieved Employees will be presumed to constitute adequate notice of this Settlement and delivery of payment.
- 5.4 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions, vesting of benefits, paid time off, or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a)

all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 6.2 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party.

- 6.3 Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims and Tip Class Released Claims.

- 6.4 Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval at least 10 days before the filing date, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other

misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)), and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 14 days after the latter of the full execution of this Agreement or Class Counsel providing a draft of the Motion for Preliminary Approval to Defense Counsel; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and

Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
 - 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 8.4.3 Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 8.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be

extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 8.4.5 If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

- 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this

Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. In the event of a dispute supported by documentation, Defendant's records shall control. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel along with any supporting documentation to determine whether there is a dispute supported by documentation. Upon review of all supporting documentation, the Administrator will attempt to resolve the Class Member's allocation of Workweeks and/or Pay Periods. The Court will ultimately be the final arbiter of any Workweek and/or Pay Period disputes unless resolved prior to the Final Approval hearing.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a

written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

8.8.2 Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement.

8.8.3 Workweek and/or Pay Period Challenges. The Administrator will attempt to resolve and address Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Court will ultimately be the final arbiter of any Workweek and/or Pay Period disputes unless resolved prior

to the Final Approval hearing. Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement.

- 8.8.4 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all objections received.
- 8.8.5 Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in Paragraph 4.1 above. Should

the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% of the estimate stated herein in Paragraph 4.1 (i.e., if the Workweeks exceed 567,845), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reached 567,845, or (2) will increase the Class Settlement amount of \$775,000 on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 10% (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Class Settlement by 1%).

10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 14 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 11.3 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
12. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
13. **MISCELLANEOUS TERMS**
- 13.1 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

- 13.2 No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Agreement.
- 13.3 Waiver of Appeal and Ability to Opt Out. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. Furthermore, by signing this Agreement, Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise. Further, the Court's failure to approve requested attorney's fees and costs, or the Enhancement Payment to named Plaintiffs, shall not be grounds for Plaintiffs to opt out or appeal approval of this Agreement.
- 13.4 Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.
- 13.5 Judgment and Retention of Jurisdiction to Enforce. Upon the Effective Date, judgment will be entered according to this Agreement. The Parties stipulate and agree that the Court shall have continuing jurisdiction over the Parties, Action, and Settlement to enforce the terms of the Agreement and/or Judgment pursuant to Civil Procedure Code section 664.6, address settlement administration matters, and address such post-Judgment matters as are permitted by law.
- 13.6 Mutual Cooperation. The Parties and their counsel agree to cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, preparing and executing other documents, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. The Parties further agree to cooperate in responding to and addressing any objections or attempts to intervene in the Settlement by third parties.
- 13.7 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims

asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.8 Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Class:

Natalie Mirzayan
Mirzayan Law, APLC
26632 Towne Centre Drive, Suite 300
Foothill Ranch, CA 92610
Tel: (949) 285-3550
Email: mirzayanlaw@outlook.com

To Defendant Legends Hospitality, LLC:

Eugene Ryu
Penny Chen Fox
Alison Hamer
K&L Gates LLP
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
Tel.: (310) 553-5000
E-Mail: Gene.Ryu@klgates.com
Penny.Chen@klgates.com
Alison.Hamer@klgates.com

- 13.9 Mutual Drafting of Agreement. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

- 13.10 Attorneys' Fees and Costs Limitations. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.
- 13.11 Modifications. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms.
- 13.12 Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.16 Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart

will be admissible in evidence to prove the existence and contents of this Agreement.

- 13.17 Choice of Law. The Agreement and any exhibits hereto shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.
- 13.18 Headings and Captions. Section titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.
- 13.19 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no representation, inducement, promise or agreement that has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.
- 13.20 Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.
- 13.21 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
- 13.22 Waiver of Compliance. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
- 13.23 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: 15/04/2025


Domingo Murchison (Apr 15, 2025 13:08 PDT)
Plaintiff Domingo Murchison

Dated: 04/11/2025



Davina Bhullar (Apr 15, 2025 03:57 PDT)

Plaintiff Davina Bhullar

Dated: _____

Tim Lamoriello
Defendant Legends Hospitality, LLC

Dated: _____

Natalie Mirzayan
Mirzayan Law APLC
Attorney for Plaintiffs

Dated: _____

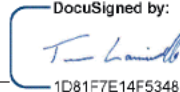
Gene Ryu
Penny Chen Fox
Alison Hamer
K&L Gates LLP
Attorney for Defendant Legends Hospitality, LLC

Dated: _____

Plaintiff Davina Bhullar

Dated: 4/22/2025

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Tim Lamoriello

Defendant Legends Hospitality, LLC

Dated: April 15, 2025

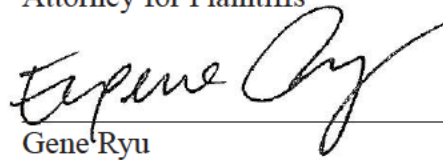


Natalie Mirzayan

Mirzayan Law APLC

Attorney for Plaintiffs

Dated: April 23, 2025



Gene Ryu

Penny Chen Fox

Alison Hamer

K&L Gates LLP

Attorney for Defendant Legends Hospitality, LLC

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT "A"

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

DOMINGO MURCHISON v. LEGENDS HOSPITALITY, LLC, et al., Orange County Superior Court, Case No. 30-2021-01234789-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Legends Hospitality, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs Domingo Murchison and Davina Bhullar ("Plaintiffs"). No court or jury has made any determination regarding the merits of Plaintiffs' claims, or that the claim can be pursued as a class action. The Parties have voluntarily reached a settlement to avoid the expenses and disruption of class litigation.

The proposed Settlement has two main parts: (1) a Class Settlement whereby Defendant has agreed to fund Individual Class Payments to all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (August 21, 2021 through April 28, 2025) ("Class Members") and to all individuals who were employed by Defendant in California and were eligible to receive tips at any time during the Tip Class Period (December 6, 2017 through April 28, 2025), and (2) a PAGA Settlement whereby Defendant has agreed to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and to all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (September 18, 2021 through April 28, 2025) ("Aggrieved Employees").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant's records you are not eligible for that payment.)

The above estimates are based on Defendant's records showing that **you worked <<_____>> Workweeks** during the Class Period, **you worked <<_____>> Tip Workweeks** during the Tip Class Period, and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more Workweeks, Tip Workweeks, and/or pay periods during any such period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice, meaning that the Court has preliminarily determined that the settlement is fair and reasonable. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment reflecting the terms of the Settlement, under which Defendant will make payments under the Settlement and Class Members and Aggrieved Employees will give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described below in Section 4 below.

- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant at your own cost. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
The Opt-out Deadline is _____.	However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.
Written Objections Must be Submitted by the Response Deadline _____.	See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, in Department __ before Judge _____. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period and how many Tip Workweeks in which you were paid any tips. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks, Tip Workweeks, and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with any of these numbers, you must challenge it by _____. See Section 5 of this Notice.
Written Challenges Must be Submitted by the Response Deadline (_____)	

1. What is action about?

Plaintiffs were employees of Defendant. The Action claims that Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to pay sick wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide wages during employment, failing to timely pay wages upon termination, failing to provide required expense reimbursement, failing to distribute all gratuities, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”). The Fourth Amended Class and PAGA Action Complaint, filed _____, 2025, is the Operative Complaint in the Action. Plaintiffs in this Action are represented by:

MIRZAYAN LAW, APLC
26632 Towne Centre Drive, Suite 300
Foothill Ranch, CA 92610
Telephone: (949) 285-3550
Email: mirzayanlaw@outlook.com

Defendant denies all liability, and maintains that it has paid all employees all minimum and overtime wages and sick pay due, provided all required meal and rest breaks, paid all required expense reimbursements, distributed all gratuities, timely paid all wages owed, provided suitable seating, and furnished accurate wage statements.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits, or that Plaintiffs can bring this claim on behalf of anyone but themselves. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an “all in” amount of Seven Hundred Seventy-Five Thousand Dollars (\$775,000) (“Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$35,776.00 for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed forty-percent (40%) of the Gross Settlement Amount, which presently equals \$310,000.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 to Plaintiff Domingo Murchison and \$10,000 to Plaintiff Davina Bhullar as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$40,000.00 relating to Plaintiffs' claim under PAGA, \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$10,000.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment to the Aggrieved Employees by calculating the number of Qualifying PAGA Pay Periods, meaning the number of workweeks in which an Aggrieved Employee worked at least one shift for Defendant during the PAGA Pay Period, which is September 18, 2021 through April 28, 2025. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment. If you do not inform the Administrator of an updated address, the Administrator's mailing of your settlement check to the address on file shall be deemed sufficient proof of delivery of your settlement proceeds.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each

Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date), which will be 180 days after the mailing date. If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, reasonably arise out of, or reasonably relate to the facts or allegations stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Released Class Claims specifically include but are not limited to any claims for unpaid regular, minimum, overtime, vacation or sick wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation or termination from employment, non-compliant wage statements, failure to reimburse business expenses, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage orders that were alleged or which reasonably could have been alleged under the same or similar facts pleaded in the Operative Complaint, and any claims for injunctive relief, declaratory relief, restitution, unfair business practices or liquidated damages alleged or which could have been alleged under the facts, pleaded in the Operative Complaint. The "Tip Class Released Claims" are all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged, reasonably arise out of, or reasonably relate to the facts or allegations asserted in the Operative Complaint, which occurred during the Tip Class Period for failure to distribute all gratuities and any unfair business practices relating to failure to distribute all gratuities. This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims and Tip Class Released Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. Released PAGA Claims specifically include claims for PAGA penalties premised

on claims for unpaid wages, failure to timely pay wages upon separation or termination from employment, failure to timely pay wages during employment, failure to provide sick pay wages, non-compliant meal periods, non-compliant rest periods, failure to pay meal and rest break premiums, non-compliant wage statements, reimbursement for business expenses, failure to distribute all tips, failure to provide suitable seating, and claims for interest, penalties (including but not limited to waiting time penalties), or premiums in connection therewith, as well as claims for PAGA penalties premised on any claims under the California Labor Code sections (510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 227.3, 351, 512, 226(a), 227.3, 1174(d), 246(i), 201-203, 201.3, 204, 210, 221, 223, 2802, 2810.5), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and California Industrial Welfare Commission Wage orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Actions or PAGA Notices, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint or PAGA Notices.

Released Parties. The Released Parties are: Defendant Legends Hospitality, LLC, and any of its/their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant. Released Parties shall not include Defendant MVP Event Productions, LLC, Gregory Fielding, or any of its owners, directors, officers, or managing agents.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing 90% of the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks; plus (a) dividing 10% of the Net Settlement Amount by the total number of Tip Workweeks worked by all Participating Tip Class Members during the Tip Class Period and (b) multiplying the result by each Participating Tip Class Member's Tip Workweeks.

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (August 21, 2021 through April 28, 2025).

Defendant's records reflect that you worked <<____>> Workweeks during the Tip Class Period (December 6, 2017 through April 28, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<____>>.

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (September 18, 2021, through April 28, 2025). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and Tip Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and Tip Workweeks challenges based on your submission and on the Parties' counsel. Upon review of all supporting documentation, the Administrator will attempt to resolve the Class Member's allocation of Workweeks and/or Pay Periods. The Court will ultimately be the final arbiter of any Workweek and/or Pay Period disputes unless resolved prior to the Final Approval hearing.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. **If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.**

7. What if I do not want to be a part of the Settlement?

If you do **not** wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant at your own cost for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the Class portion of the Settlement, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Murchison v. Legends Hospitality, LLC* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Murchison v. Legends Hospitality, LLC*, Case No. 30-2021-01234789-CU-OE-CXC. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

A Participating Class Member who disagrees with any aspect of the Class Settlement may wish to object. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Murchison v. Legends Hospitality, LLC*, Case No. 30-2021-01234789-CU-OE-CXC, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Simpluris, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at www.occourts.org/civil-remote-hearings. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

QUESTIONS REGARDING OBJECTIONS, REQUESTS FOR EXCLUSION, AND ANYTHING ELSE IN THIS NOTICE SHOULD BE DIRECTED TO THE ADMINISTRATOR, SIMPLURIS, INC. WHOSE CONTACT INFORMATION IS ABOVE. YOU MAY ALSO CONTACT CLASS COUNSEL.

9. Can I Attend the Final Approval Hearing?

You can, but do **not** have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department _ of the Superior Court of California, County of Orange, at 751 W Santa Ana Blvd, Santa Ana, CA 92701, before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at www.occourts.org/civil-remote-hearings.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Internet via the Case Inquiry page for the California Superior Court for the County of Orange ([Case Access | Superior Court of California | County of Orange](#)) and entering the Case No. 30-2021-01234789-CU-OE-CXC. It will also be posted on the Administrator's website for this settlement: <<_____>>.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Murchison v. Legends Hospitality, LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the Administrator's website for this settlement: <<_____>> where these documents will be posted, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of Orange ([Case Access | Superior Court of California | County of Orange](#)) and entering the Case No. 30-2021-01234789-CU-OE-CXC. If you wish to view the Court files in person, you do so at the Clerk's Office at 751 W Santa Ana Blvd, Santa Ana, CA 92701.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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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.
DAVID A. HOFFER; Dept.: CX-103

Reservation Number: 74520306
Date: July 18, 2025
Time: 10:00 a.m.
Dept.: CX-103

**[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 July 18, 2025, at 10:00 a.m., the Honorable David A. Hoffer considered Plaintiffs DOMINGO MURCHISON, and DAVINA BHULLAR's ("Plaintiffs" or "Class Representatives") unopposed 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 in the Agreement, attached as Exhibit "1" to the Declaration of Natalie Mirzayan, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement;

2) Plaintiffs are granted leave to file the proposed Fourth Amended Complaint included in the Motion as **Exhibit "2"**. The Fourth Amended Complaint must be filed by July 21, 2025.

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 are or previously were employed by Legends Hospitality, LLC in the State of California on a non-exempt basis at any time during the August 21, 2021 to April 28, 2025.

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

All individuals who are or previously were employed by Legends Hospitality, LLC in the State of California who was or is eligible to receive tips during December 6, 2017 through April 28, 2025.

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

All individuals who are or previously were employed by Legends Hospitality, LLC in the State of California on a non-exempt basis at any time during September 18, 2021 to 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. The Court finds that on a preliminary basis the Settlement
6 appears to be within the range of reasonableness of settlement that could ultimately be given final
7 approval by the Court. It appears to the Court on a preliminary basis that the Settlement amount is
8 fair, adequate, and reasonable as to all potential Class Members and Aggrieved Employees when
9 balanced against the probable outcome of further litigation relating to liability and damages issues.
10 It further appears to the Court that the Settlement at this time will avoid substantial prolonged and
11 costly litigation, as well as the risks that would be presented by further prosecution of the Action. It
12 further appears that the Settlement has been reached as the result of intensive, non-collusive, arms-
13 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, which is attached to the Declaration of Natalie Mirzayan as Exhibit “1”;

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 hereby preliminarily approves the definition and disposition of the Gross
21 Settlement Amount of Seven Hundred Seventy-Five Thousand Dollars and No Cents (\$775,000.00)
22 for the Settlement of all claims. The Gross Settlement Amount shall be used to pay for Individual
23 Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, a portion of Class
24 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
25 Payments and the Administrator’s Expenses Payment. Legends shall separately pay for any required
26 employer payroll taxes and unemployment insurance obligations;

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

13) The Court preliminarily approves an award of attorneys’ fees not to exceed Three Hundred Ten Thousand Dollars (\$310,000.00), and Litigation Expenses as supported by invoices to be paid from the Common Settlement Fund;

14) The Court preliminarily approves the payment of Forty Thousand Dollars (\$40,000.00) from the Gross Settlement Amount to fully settle and resolve all PAGA penalty claims. Thirty Thousand Dollars (\$30,000.00), representing seventy-five percent (75%), to be paid to the Labor and Workforce Development Agency (“LWDA”) of the State of California, and the remaining Ten Thousand Dollars \$10,000.00, which represents twenty-five percent (25%), to become part of the Net Settlement Amount and distributed to the Aggrieved Employees on a pro-rata basis based on the total number of PAGA Workweeks as described in the Agreement;

15) The Court confirms the appointment of Simpluris, Inc. (“Simpluris”) as the settlement administrator and payment of the costs of administration of the Settlement in the amount estimated not to exceed \$35,775.00 to be paid from the Gross Settlement Amount (“Administration Expenses Payment”);

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

17) The Administrator shall mail, by U.S. first class mail, the Notice to Class Members no later than seven (7) days of receipt of the Class Data from Defendant. The Administrator shall, no later than seven (7) days prior to the date by which Plaintiffs are required to file their Motion for Final Approval of the Settlement, provide counsel for Defendant and Class Counsel with a

1 declaration attesting to the completion of the Notice process, as set forth in the Agreement, including
2 an explanation of efforts to resend of any returned Notices, as well as the number of opt-outs,
3 objections and deficiencies which the Administrator received;

4 18) The deadline for submitting Requests for Exclusion from the settlement shall be forty-five
5 (45) calendar days from the date on which the Notice is mailed to Class Members;

6 19) The deadline to file written objections to the class settlement shall be forty-five (45)
7 calendar days after the date which the Notice is mailed to Class Members;

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

10 21) The Fairness and Final Approval Hearing shall be held with the Court on _____,
11 approximately 120 days following the Court's granting of preliminary approval of the class
12 settlement, at _____ a.m. in Department CX-103 of the above-entitled Court to determine (1)
13 whether the proposed settlement is fair, reasonable and adequate and should be finally approved by
14 the Court; (2) the amount of attorneys' fees and costs to award Class Counsel; (3) the amount of
15 incentive award to the Class Representatives; and (4) costs for class administration;

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

22
23 **IT IS SO ORDERED.**

24
25 Dated: _____

Honorable David A. Hoffer

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT 2

MIRZAYAN LAW, APLC
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Attorneys for PLAINTIFFS and the CLASS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DOMINGO MURCHISON, DAVINA
BHULLAR, individually and on behalf of all
current and former similarly situated
employees in the State of California,

Plaintiffs,

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.

Defendants.

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

**ASSIGNED FOR ALL PURPOSES TO: HON.
RANDALL J. SHERMAN; Dept.: CX-105**

**FOURTH AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING TIPS, OVERTIME, AND SICK PAY WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 204, 233, 227.3, 246, 246.5, 351, 510, 1194, 1198; IWC WAGE ORDER NO.4.);**
- 2. FAILURE TO PROVIDE MEAL PERIODS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512);**
- 3. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE § 226.7);**
- 4. VIOLATION OF CALIFORNIA LABOR CODE § § 1182.12, 1194, 1197, 1197.1, AND 1198—UNPAID MINIMUM WAGES;**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF CALIFORNIA**

LABOR CODE §§ 226(a), 1174(d), and 246(i));

6. WAITING TIME PENALTIES (VIOLATION OF CALIFORNIA LABOR CODE § § 201, 202, 203);

7. FAILURE TO PAY ALL WAGES TIMELY DURING EMPLOYMENT IN VIOLATION OF LABOR CODE § 201.3, 210;

8. UNREIMBURSED EXPENSES (VIOLATION OF CALIFORNIA LABOR CODE SECTION 2802);

9. INJUNCTIVE RELIEF;

10. UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200-17208;

11. PENALTIES, PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF LABOR CODE §§ 200, 510, 1198, 558, 1194, 226.7, 512, 201, 202, 203, 201.3, 204, 210, 218, 221, 223, 226, 226.3, 227.3, 246, 246.5(a), 247.5, 233, 351, 1197, 1197.1, 2802, 2810.5, IWC Wage Order(s) Suitable Seating.

UNLIMITED JURISDICTION

REQUEST FOR JURY TRIAL

INTRODUCTION

1. This is a class action and Representative Action, pursuant to California Code of Civil Procedure § 382 and the Labor Code Private Attorney General Act 2004 (“PAGA”), California Labor Code § 2698 *et seq.* brought by Plaintiffs DOMINGO MURCHISON, (“Murchison”) and DAVINA BHULLAR (“Bhullar”), on behalf of themselves and all others similarly situated current and former employees in the State of California, and the general public (hereinafter the “CLASS”) hereby allege and complaint against defendants MVP EVENT PRODUCTIONS, LLC, dba MVP EVENT STAFFING a California Limited Liability Company; GREGORY FIELDING; LEGENDS HOSPITALITY, LLC (“LEGENDS”), and DOES 2-50 (hereinafter collectively referred to as “DEFENDANTS”) to recover, damages, restitution, injunctive relief, civil and statutory penalties for failure to comply with various California Labor Code sections and the Industrial Welfare Commission Wage Orders 7-2001, (“IWO 7”), interest, attorneys’ fees, and costs and any other appropriate relief for DEFENDANTS’ violations of laws.

THE PARTIES

A. Plaintiffs

1. Murchison is a resident of the State of California who began working for DEFENDANTS from approximately August 2021 until October 2021. Murchison was classified as a non-exempt, hourly paid employee who worked for DEFENDANTS at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

2. Bhullar is resident of the State of California who is intermittently employed by Legends as a server from May 4, 2022 until the present time. Bhullar was classified as a non-exempt, hourly paid seasonal part-time employee.

B. Defendants

3. At all relevant times alleged herein, PLAINTIFFS are informed and believe, and thereon allege that MVP EVENT PRODUCTIONS, LLC, d/b/a MVP EVENT STAFFING (“MVP EVENT STAFFING”) is, and at all times relevant hereto was, a California Limited Liability Company, authorized to conduct business in the State of California and does conduct business in the State of California, including the County of Orange. MVP EVENT STAFFING provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP EVENT STAFFING at various venues throughout California, including the County of Orange.

4. MURCHISON is informed and believes, and thereon alleges that MVP EVENT STAFFING negotiates with clients and customers for matters such as the time and place where the services of the CLASS are/were to be provided, the type of work, the working conditions, and the quality and price of the services.

5. MURCHISON is informed and believes, and thereon alleges that MVP EVENT STAFFING determines assignment or re-assignments of the CLASS; retains the authority to assign or reassign the CLASS to another client or customer; sets the rate of pay for the CLASS; pays the CLASS from its own account via Onpay platform; and retains the right to hire and terminate the CLASS.

1 6. MURCHISON is informed and believes, and thereon alleges that GREGORY
2 FIELDING (“FIELDING”) is a resident of the State of California, [REDACTED]. MURCHISON
3 is informed and believes, and based thereon allege, that Defendant FIELDING is the only member
4 and manager of MVP EVENT STAFFING that directly oversees and controls MVP EVENT
5 STAFFING operation and exercised significant control over DEFENDANTS’ employees’ overall
6 terms and conditions of employment.

7 7. MURCHISON is informed and believes, and based thereon alleges, that FIELDING
8 permitted, authorized, approved, and ratified the wrongful acts and practices against the CLASS
9 while overseeing MVP EVENT STAFFING operation in California.

10 8. MURCHISON is informed and believes, and based thereon alleges, that FIELDING had
11 the authority to hire, and terminate the CLASS members; to set work rules and conditions governing
12 the CLASS.

13 9. PLAINTIFFS are informed and believe, and based thereon allege, that LEGENDS
14 HOSPITALITY, LLC (“LEGENDS”) is, and at all times relevant hereto was, a Delaware Limited
15 Liability Company, authorized to conduct business in the State of California and does conduct
16 business in the State of California, including the County of Orange. LEGENDS provides food and
17 beverage services including supplying employees to perform services for clients or customers of
18 LEGENDS at various venues throughout California, including the County of Orange. PLAINTIFFS
19 were ignorant of LEGENDS’ name, stated that fact in the complaint, and previously designated the
20 defendant by a fictitious name (“Doe 1”). After that defendant’s true name was discovered,
21 Murchison amended the Complaint pursuant to C.C.P. § 474 after proper notice to the Labor and
22 Workforce Development Agency (“LWDA”).

23 10. MURCHISON is informed and believes, and thereon alleges that LEGENDS
24 negotiates with clients and customers for matters such as the time and place where the services of the
25 MURCHISON and the CLASS are/were to be provided, the type of work, the working conditions,
26 and the quality and price of the services.

27 11. LEGENDS directly employs BHULLAR on a seasonal basis, and BHULLAR is
28 informed and believes and thereon alleges that Legends directly employed the other CLASS

1 members on information and belief, on a seasonal basis and determines the type of work and working
2 conditions of BHULLAR and the other CLASS members.

3 12. PLAINTIFFS are informed and believe, and thereon allege that MVP EVENT
4 STAFFING and LEGENDS determine assignment or re-assignments of the PLAINTIFF and the
5 CLASS; retain the authority to assign or reassign the CLASS to another client or customer; set the
6 rate of pay for the CLASS; pay the CLASS from their own accounts; and retain the right to hire and
7 terminate the CLASS.

8 13. PLAINTIFFS are informed and believe, and based thereon allege, that LEGENDS had
9 the authority to hire, and terminate the PLAINTIFFS and the other CLASS members; to set work
10 rules and conditions governing PLAINTIFFS and the CLASS.

11 14. The true names and capacities of DOES 2 through 50, inclusive, are unknown to
12 PLAINTIFFS therefore PLAINTIFFS sues said DOE defendants by fictitious names. PLAINTIFFS
13 will amend this Complaint to show their true names and capacities when they have been ascertained.
14 The defendants, and each of them, were alter egos of each other and/or engaged in a joint enterprise
15 with each other.

16 15. PLAINTIFFS are informed and believe, and based thereon allege that MVP EVENT
17 PRODUCTION, LLC, dba MVP EVENT STAFFING and LEGENDS are “Temporary services
18 employer[s]” within the meaning of Labor Code §201.3. Additionally, all of the Defendants were
19 joint employers of MURCHISON. Hereinafter in this Complaint, unless otherwise specified,
20 reference to DEFENDANTS, shall refer to MVP EVENT PRODUCTION, LLC, dba MVP EVENT
21 STAFFING, FIELDING, LEGENDS, and DOES 2-50, and each of them.

22 16. PLAINTIFFS are informed and believes and based thereon allege that at all times
23 herein mentioned, that each of the DEFENDANTS is liable as an “employer” and/or “person” for
24 the claims asserted in this Complaint, including but not limited to, under Labor Code § 558.1 and
25 §18.

26 17. At all relevant times herein, PLAINTIFFS were employed by DEFENDANTS under
27 employment agreements that were partly written, partly oral, and partly implied. In perpetrating the
28 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to and in

1 furtherance of their policies and practices, *inter alia*, of failing to pay PLAINTIFFS and the Class for
2 all for all hours worked including overtime and double time; failing to pay PLAINTIFFS and the
3 Class for paid sick leave at the employee's regular rate of pay; failing to pay PLAINTIFFS and the
4 Class for one additional hour of pay at the employee's regular rate of compensation for each workday
5 that the meal and rest period was not provided; failing to pay PLAINTIFFS and the Class for overtime
6 hours at the employee's regular rate of pay, which includes both hourly pay and non-hourly pay such
7 as bonuses; failing to provide accurate itemized wage statements for each pay period; and failing to
8 pay wages upon termination of employment.

9 18. PLAINTIFFS are informed and believe, and based thereon allege that at all times
10 relevant herein, each of the DEFENDANTS named herein was an employer, was the principle, agent,
11 partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
12 corporation, successor in interest and/or predecessor in interest of each of the other DEFENDANTS
13 named herein, and, in doing the acts and in carrying out the wrongful conduct alleged herein, was
14 engaged with some or all of the other DEFENDANTS in a joint enterprise for profit, and bore such
15 other relationships to some or all of the other DEFENDANTS so as to be liable for their conduct with
16 respect to the matters alleged in this Complaint. PLAINTIFFS are further informed and believe and
17 thereon allege that each of the DEFENDANTS acted pursuant to and within the scope of the
18 relationships alleged above, and that at all relevant times, each of the DEFENDANTS knew or should
19 have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct
20 of all other DEFENDANTS.

21 19. At all times mentioned herein, each of the DEFENDANTS was the co-conspirator,
22 agent, servant, employee, and/or joint venturer of each of the other DEFENDANTS and was acting
23 within the course and scope of said conspiracy, agency, employment, and/or joint venture and with
24 the permission and consent of each of the other DEFENDANTS.

25 20. PLAINTIFFS are informed and believe and thereon allege that each and every acts
26 and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each
27 acting as agents and/or employees, and/or under the directions and control of each of the other
28

1 DEFENDANTS, and that said acts and failure to act were within the course and scope of said agency,
2 employment and/or directions and control.

3 21. As a direct and proximate result of the unlawful actions of DEFENDANTS,
4 PLAINTIFFS and the Class have suffered and continue to suffer from loss of earnings in amounts as
5 yet unascertained, but subject to proof at trial and within the jurisdiction of this Court.

6 **JURISDICTION**

7 22. This Court is the proper court, and this action is properly filed in the Superior Court
8 of the State of California, County of Orange, because DEFENDANTS operate and transact business
9 in the County of Orange. Specifically, PLAINTIFFS worked for DEFENDANTS in the County of
10 Orange, including but not limited to the Angel Stadium in Anaheim, and because DEFENDANTS'
11 illegal policies and practices, which are the subject of this action, were applied to the PLAINTIFFS
12 and members of the CLASS in the County of Orange.

13 23. There is no federal question at issue as Wage and Hour protections and remedies
14 related thereto are based solely on California Law and Statutes, including Labor Code, Civil Code
15 and IWC Wage Order(s). Also, the Ninth Circuit has held that, for purposes of establishing federal
16 diversity jurisdiction, penalties pursuant to the Private Attorneys General Action of 2004 may not be
17 aggregated. *Urbino v. Orkin Servs. Of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).

18 **PLAINTIFFS EXHAUSTED THEIR ADMINISTRATIVE REMEDIES**

19 24. PLAINTIFFS met all the jurisdictional requirements of proceeding with claims for civil
20 penalties under the Labor Code Private Attorney's General Act ("PAGA"), codified at Labor Code,
21 Section 2698 et seq. by timely giving written notice in the manner required by Labor Code § 2699.3
22 at the time of filing. Specifically, on December 3, 2021, MURCHISON exhausted his administrative
23 remedies by notifying DEFENDANTS via certified U. S. Mail, and by online filing to Labor and
24 Workforce Development Agency ("LWDA") (a true and correct copy is attached and incorporated
25 herein as Exhibit "1"). Sixty-five (65) days elapsed after MURCHISON'S notification and
26 MURCHISON'S counsel received no notice from LWDA stating their intention to investigate or
27 prosecute the claims.

28 25. On April 11, 2023, MURCHISON filed an amendment to the notice to the LWDA and
named LEGENDS as a defendant. MURCHISON was ignorant of a LEGENDS' name, stated that

1 fact in the complaint, and previously designated the defendant by a fictitious name “Doe 1”. Once
2 defendant’s true name was discovered, MURCHISON amended the complaint. Sixty-five (65) days
3 elapsed after MURCHISON’S notification and MURCHISON’S counsel received no notice from
4 LAWD stating their intention to investigate or prosecute the claims. A true and correct copy is
5 attached hereto as Exhibit “2” and incorporated by reference.

6 26. On April 14, 2025, PLAINTIFFS filed an amendment to the notice to the LWDA. A
7 true and correct copy is attached hereto as Exhibit “3” and incorporated by reference.

8 27. Therefore, PLAINTIFFS allege the right to proceed with all remedies provided by
9 law on PLAINTIFFS’ Complaint herein, with civil and all statutory penalties which are collectible
10 by PLAINTIFFS under the provisions of Labor Code §§ 2698-2699.5, PAGA.

11 **FACTUAL BACKGROUND**

12 28. This is a Class Action and Representative Action, brought pursuant to California Code
13 of Civil Procedure §382, California Business and Professions Code § 17200 *et seq.*, and the PAGA,
14 California Labor Code § 2698 *et seq.*; *Aris v. Superior Court* (2009) 46 Cal.4th 969, 980-981. PAGA
15 permits an “aggrieved employee” to bring a lawsuit on behalf of himself/herself and other current
16 and former employees to address an employer’s violations of the California Labor Code.
17 PLAINTIFFS are aggrieved employees, within the meaning of the statute, who brings this action on
18 behalf of themselves and other current and former employees of DEFENDANTS to address
19 DEFENDANTS’ violations of the California Labor Code.

20 29. DEFENDANTS hired¹ MURCHISON in August of 2021 to provide services to MVP
21 EVENT STAFFING and LEGENDS’ clients and required MURCHISON and the CLASS to work
22 for DEFENDANTS promising them payment of hourly wages. MURCHISON worked during
23 several events, some events MURCHISON was directly hired by Legends, directly hired by MVP,
24 and some events he was jointly hired by MVP and Legends. However, DEFENDANTS intentionally
25 failed to pay MURCHISON and the CLASS despite repeated attempts seeking payment for earned
26 wages.

27
28 ¹ MURCHISON was interviewed and hired by DEFENDANTS via zoom video and provided
documentation reflecting his eligibility to work in the United States.

1 30. DEFENDANTS also promised the PLAINTIFFS and the CLASS that they would
2 receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for
3 DEFENDANTS. PLAINTIFFS in fact worked more than 2 days for DEFENDANTS and were
4 entitled to receive their bonuses, which they did not receive.

5 31. PLAINTIFFS and the CLASS would be assigned to various event locations contracted
6 by DEFENDANTS. PLAINTIFFS held various positions working for DEFENDANTS including
7 “Stand Worker” (a cashier), taking event attendees’ food and beverage orders, and also preparing
8 food in the kitchen based on DEFENDANTS’ assignment and direction.

9 32. PLAINTIFFS would work more than 10 hours per day, usually between 12 p.m. to 10
10 p.m.

11 33. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
12 knew or should have known that PLAINTIFFS and CLASS were entitled to receive at least minimum
13 wages for compensation and that they were not receiving at least minimum wages for work that was
14 required to be done. In violation of the California Labor Code, PLAINTIFFS and CLASS were not
15 paid at least minimum wages for work done.

16 34. DEFENDANTS are well aware of the number of hours worked by the PLAINTIFFS
17 and the CLASS because DEFENDANTS required the PLAINTIFFS and the CLASS to submit
18 timesheets, which DEFENDANTS received from their client/venue, and reconciled those timesheets
19 to make sure they match their records. Also, when PLAINTIFFS and the CLASS reported to the
20 designated parking zones for staffer employees per DEFENDANTS’ direction (usually red parking
21 zones), DEFENDANTS marked their presence on DEFENDANTS’ iPad as well as their timesheets
22 before permitting PLAINTIFFS and members of the CLASS to proceed to their work assignments.
23 PLAINTIFFS and the CLASS were not compensated for the time waiting in line to be check-in and
24 assigned to a supervisor. PLAINTIFFS and members of the CLASS also conducted COVID-19 and
25 security checks off-the-clock.

26 35. DEFENDANTS failed to properly calculate PLAINTIFFS’ regular rate of pay for
27 purposes of overtime compensation because the value of the non-discretionary bonuses were not
28 included in the calculation of the PLAINTIFFS’ regular rate of pay in violation of Cal. Lab. Code §

1 510.

2 36. Additionally, DEFENDANTS failed to pay PLAINTIFFS and the Class for paid sick
3 leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly
4 pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the
5 PLAINTIFFS were entitled to receive constitute "wages" within the meaning of § 200 of the
6 California Labor Code because PLAINTIFFS were promised additional compensation as an
7 incentive for the performance of such services to the benefit of the DEFENDANTS. DEFENDANTS
8 unjustly reaped the benefits of the services and labor performed by PLAINTIFFS but failed to pay
9 them for their labor.

10 37. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
11 knew or should have known that PLAINTIFFS and CLASS were entitled to meal periods in
12 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates
13 of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and
14 that PLAINTIFFS and CLASS were not provided with all meal periods or payment of one (1)
15 additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted,
16 thirty (30) minute meal period.

17 38. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
18 knew or should have known that PLAINTIFFS and the CLASS were entitled to rest periods in
19 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional
20 hour of pay at their regular rates of pay when they were not provided with a compliant rest period
21 and that PLAINTIFFS and CLASS were not provided compliant rest periods or payment of one (1)
22 additional hour of pay at their regular rates of pay when they were not provided a compliant rest
23 period.

24 39. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
25 knew or should have known that PLAINTIFFS and the CLASS were entitled to receive complete
26 and accurate wage statements in accordance with California law. In violation of the California Labor
27 Code, PLAINTIFFS and the CLASS were not provided complete and accurate wage statements.

28 40. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS

1 knew or should have known that they had a duty to maintain accurate and complete payroll records
2 in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
3 intentionally failed to do so.

4 41. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
5 knew or should have known that PLAINTIFFS and the CLASS were entitled to timely payment of
6 all wages earned upon termination of employment. In violation of the California Labor Code,
7 PLAINTIFFS and the CLASS did not receive payment of all wages due, including, but not limited
8 to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time
9 periods. In addition, LEGENDS did not timely pay all wages earned upon discharge of employment
10 of BHULLAR and the CLASS at the end of each season.

11 42. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
12 knew or should have known that PLAINTIFFS and the CLASS were entitled to timely payment of
13 wages during their employment. In violation of the California Labor Code, PLAINTIFFS and the
14 CLASS did not receive payment of all wages, including, but not limited to, overtime wages,
15 minimum wages, and meal and rest period premiums, within permissible time periods.

16 43. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
17 knew or should have known that Defendants were obligated to provide PLAINTIFFS and CLASS
18 members with paid sick leave benefits but failed to do so.

19 44. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
20 knew or should have known that PLAINTIFFS and the CLASS were entitled to receive itemized
21 wage statements or separate written statements showing all hours worked, the proper hourly rate, and
22 the amount of paid sick leave available, or paid time off provided in lieu of sick leave. In violation
23 of the California Labor Code, DEFENDANTS failed to provide PLAINTIFFS and CLASS with
24 itemized wage statements or separate written statements showing this information.

25 45. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
26 knew or should have known that they had a duty to compensate PLAINTIFFS and CLASS for all
27 hours worked, and that DEFENDANTS had the financial ability to pay such compensation, but
28 willfully, knowingly, and intentionally failed to do so, and falsely represented to PLAINTIFFS and

1 CLASS that they would be paid properly their wages but failed to do so all in order to increase
2 DEFENDANTS' profits.

3 46. PLAINTIFFS are informed and believe, and thereon allege, that Legends knew or
4 should have known that they had a duty to reimburse PLAINTIFFS and CLASS for all for all
5 necessary and reasonable business expenses; however, PLAINTIFF and the CLASS were not
6 reimbursed for the use of their personal cell phones, computers and/or other devices and internet,
7 which they were required to use by the DEFENDANTS.

8 47. PLAINTIFFS are informed and believe, and thereon allege, that Legends knew or
9 should have known that they had a duty to pay PLAINTIFFS and the CLASS their earned tips;
10 however, DEFENDANTS' policies and practices denied PLAINTIFFS and the CLASS their earned
11 tips.

12 48. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
13 knew or should have known that they had a duty to provide suitable seating but failed to do so.
14 Specifically, California Labor Code section 1198 makes it illegal to employ an employee under
15 conditions of labor that are prohibited by the applicable wage order. The Labor Code provides that
16 labor conditions set by the Industrial Welfare Commission (Commission) shall be the standard labor
17 conditions for employees. A Commission wage order provides that employees shall be provided
18 suitable seating, if reasonable, during the performance of their duties. Defendants are in violation of
19 the Industrial Wage Order by failing to provide Plaintiff's and Aggrieved Employees with suitable
20 seating even though providing such seating is reasonable during the performance of their duties,
21 therefore, Defendants have violated Lab Code § 1198, California Code of Regulations, Title 8,
22 Section 1 1070(14) (Failure to Provide Seating), and the applicable IWC Wage Order(s).

23 49. PLAINTIFFS and the CLASS have been harmed by DEFENDANTS' unlawful
24 business policies and practices in that they did not receive the proper and correct amount, and have
25 had their earned wages be subject to unlawful forfeiture, as alleged herein, thereby diminishing their
26 agreed-upon compensation, in amounts to be proven at trial.

27 ///

28 ///

CLASS ACTION ALLEGATIONS

50. PLAINTIFFS bring this lawsuit as a class action under Cal. Code Civ. Proc. Section 382, pursuant to California Business and Professions Code § 17200 *et seq.*, and the PAGA, California Labor Code § 2698 *et seq.*, on behalf of themselves and all persons within the class (“CLASS”) as follows:

THE CLASS

51. All current and former employees, who were employed by DEFENDANTS in the State of California for a period of time within the four (4) years preceding the filing of this action until the time of trial, “THE RELEVANT TIME PERIOD”.

52. PLAINTIFFS reserve the right under Rule 3.765, California Rules of Court, to amend or modify the CLASS description with greater specificity or further division into subclasses or limitations to particular issues.

53. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed CLASS is easily ascertainable. This action is appropriately suited for a Class Action because:

54. **Ascertainable Class:** The CLASS is ascertainable in that its members may be identified and located using information contained in DEFENDANTS’ personnel records.

55. **Numerosity:** The potential members of the CLASS as defined are so numerous that joinder of all members of the CLASS is impracticable. While the precise size of the CLASS has not been ascertained at this time, PLAINTIFFS are informed and believe, and based thereon allege, that DEFENDANTS currently employs, and during THE RELEVANT TIME PERIOD employed, well over 3000 persons in the State of California who fall within the CLASS definition. Accounting for employees’ turnover during THE RELEVANT PERIOD necessarily increases this number.

56. Additionally, this action has been brought and may properly be maintained as a representative action because there is a well-defined community of interest in the litigation and the Aggrieved Employees are easily ascertainable.

57. **Common Questions of Fact or Law:** This action involves questions of law and fact

1 common to the CLASS that predominate over questions affecting only individual class members
2 employees. The common questions of law and fact focuses on DEFENDANTS' systematic course
3 of illegal practices and policies, which were applied to all the entire CLASS in violation of the
4 California Labor Code, IWC Orders, the California Business and Professions Code, which prohibits
5 unfair business practices arising from such violations. These common questions of law and fact
6 include, without limitations:

- 7 a. Whether DEFENDANTS failed to pay their employees for all hours worked including
8 overtime;
- 9 b. Whether DEFENDANTS failed to pay their employees the proper regular rate of pay for
10 overtime, and double time wages due and owing to them;
- 11 c. Whether DEFENDANTS failed to pay their employees for non-legally compliant meal and
12 rest breaks in violation of Labor Code § 226.
- 13 d. Whether DEFENDANTS failed to issue accurately itemized wage statements to
14 PLAINTIFFS and the CLASS, in violation of Labor Code §§ 226(a);
- 15 e. Whether DEFENDANTS paid PLAINTIFFS and the CLASS their wages during their
16 employment within the time frames set forth in Labor Code §§ 201.3 and 204.
- 17 f. Whether DEFENDANTS paid PLAINTIFFS and the CLASS their final wages beyond the
18 time frames set forth in Labor Code §§ 201-203.
- 19 g. Whether DEFENDANTS failed to distribute tips to the CLASS.
- 20 h. Whether DEFENDANTS failed to reimburse the CLASS members' expenses.
- 21 i. Whether DEFENDANTS engaged in unfair competition by the conduct set forth above.

22 58. **Typicality:** The claims of the PLAINTIFFS is typical of the CLASS because
23 DEFENDANTS subjected all of their employees to identical violations of the California Labor Code,
24 the PAGA, and California Business and Professions Code by, *inter alia*, failing to pay the
25 PLAINTIFFS and the CLASS for all of their hours worked at the proper regular rate of pay; failing
26 to distribute tips to employees; failing to pay missed meal and rest break premiums; failing to provide
27 accurate itemized wage statements for each pay period; failing to reimburse expenses; failing to pay
28 wages during employment within the time frame set forth in Labor Code §§ 201.3 and 204 *et seq.*;

1 and failing to pay their final wages beyond the time frames set forth in Labor Code §§ 201-203.

2 59. **Adequacy of Representation:** PLAINTIFFS are fully prepared to take all necessary
3 steps to represent fairly and adequately the interest of the members of the CLASS. PLAINTIFFS
4 have no interests that are adverse to the interests of the CLASS. PLAINTIFFS' attorneys are ready,
5 able and willing to fully and adequately represent the CLASS and PLAINTIFFS.

6 60. **Superiority of Class Action:** A class action is superior to other available means for
7 the fair and efficient adjudication of this controversy. Individual joinder of all proposed members of
8 the CLASS is not practicable, and questions of law and fact common to the proposed CLASS
9 predominate over any questions affecting only individual members of the proposed CLASS. Each
10 member of the proposed CLASS has been damaged and is entitled to recovery by reason of
11 DEFENDANTS' illegal policies and/or practices.

12 61. Class action treatment will allow those similarly situated persons to litigate their
13 claims in the manner that is most efficient and economical for the parties and the judicial system.
14 PLAINTIFFS is unaware of any difficulties that are likely to be encountered in the management of
15 this action that would preclude its maintenance as a class action. Individualized litigation would
16 also present the potential for inconsistent or contradictory judgments, in addition of duplication of
17 efforts and expenses.

18 **PLAINTIFFS EXHAUSTED THEIR ADMINISTRATIVE REMEDIES**

19 62. PLAINTIFFS met all the jurisdictional requirements of proceeding with claims for
20 civil penalties under the PAGA, codified at Labor Code, Section 2698 *et seq.* by timely giving written
21 notice in the manner required by Labor Code §2699.3 at the time of filing ("Notice"). Specifically,
22 on December 3, 2021, MURCHISON exhausted his administrative remedies by notifying
23 DEFENDANTS via certified U. S. Mail, by electronic mail to Labor and Workforce Development
24 Agency ("LWDA"). The Notice filed with LWDA was accompanied by a filing fee of seventy-five
25 dollars (\$75) pursuant to § 2699.3(c)(1)(B). The Notice was subsequently amended.

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FIRST CAUSE OF ACTION
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING TIPS,
SICK PAY AND OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR
CODE §§ 204, 227.3, 351, 510, 1194, 1198; IWC WAGE ORDER NO.4.)
(AGAINST ALL DEFENDANTS)**

2. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

3. During the RELEVANT TIME PERIOD, PLAINTIFFS and the CLASS were “non-exempt” employees of DEFENDANTS entitled to overtime compensation pursuant to Cal. Lab. Code § 510 who did not receive proper amount of compensation for overtime work performed. Specifically, DEFENDANTS failed to compensate PLAINTIFFS and the CLASS, for all hours worked, including overtime at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses pursuant to Lab. Code § 510.

4. By failing to pay PLAINTIFFS and the CLASS at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses, DEFENDANTS deprived PLAINTIFFS and the CLASS proper protections and benefits of the laws governing the payment of wages for all hours worked, sick pay, and overtime wages.

5. During the RELEVANT TIME PERIOD, PLAINTIFFS and the CLASS regularly and/or consistently worked in excess of eight (8) hours in a workday, and/or in excess of forty (40) hours in a workweek. The precise number of overtime hours will be proven at trial. Despite the hours worked by PLAINTIFFS and the CLASS, DEFENDANTS intentionally, willfully, in bad faith, and in knowing violation of the California Labor Code, and the applicable IWC Wage Order failed and refused to compensate PLAINTIFFS and the CLASS at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses, pursuant to Lab. Code § 510 for all of the overtime hours worked.

6. At all relevant times, DEFENDANTS were aware of, and were under a duty to comply with the overtime provisions of the IWC Wage Orders, and California Labor Code including, but not limited to, California Labor Code §§510, 1194 and 1198.

1 7. The IWC Wage Order provides that DEFENDANTS are and were required to pay
2 PLAINTIFFS and the CLASS employed by DEFENDANTS, and working more than eight (8) hours
3 in a day or more than forty (40) hours in a workweek, at a rate of time-and-one half the employee's
4 regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty hours
5 (40) in a workweek.

6 8. The Applicable IWC Wage Order further provides that DEFENDANTS are and were
7 required to pay PLAINTIFFS and the CLASS overtime compensation at the rate of two times their
8 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

9 9. California Labor Code § 510 codifies the right to overtime compensation and provides, in
10 pertinent part:

11 “Any work in excess of eight hours in one workday and any work in excess of 40 hours in
12 any one workweek and the first eight hours worked on the seventh day of work in any one
workweek shall be compensated at the rate of no less than one and one-half times the **regular
rate of pay** for an employee.” [Emphasis added].

13 10. California Labor Code §1194, in pertinent part, provides:

14 “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
15 the legal minimum wage or the legal overtime compensation applicable to the employee is
16 entitled to recover in a civil action the unpaid balance of the full amount of this minimum
wage or overtime compensation, including interest thereon, reasonable attorney's fees and
cost of the suit.”

17 11. California Labor Code §1198, in pertinent part, provides:

18 “(t) the maximum hours of work and the standard conditions of labor fixed by the commission
19 shall be the maximum hours of work and the standard conditions of labor for employees. The
20 employment of any employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

21 12. By refusing to compensate PLAINTIFFS and the CLASS the proper overtime wages
22 earned, DEFENDANTS violated those California Labor Code provisions cited herein as well as the
23 applicable IWC Wage Order, and their actions are therefore unlawful.

24 13. PLAINTIFFS and the CLASS are entitled to receive the proper amount of overtime
25 compensation for all hours worked in excess of eight (8) hours in one workday and any work in
26 excess of forty (40) hours in any workweek and the first eight hours worked on the seventh day of
27 work in any one workweek at the rate of no less than one and one have times the regular rate of pay
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1 for each employee. In determining the regular rate of pay for each CLASS member, all remuneration
2 paid to each, including but not limited to performance bonuses, must be calculated.

3 14. As a direct and proximate result of DEFENDANTS' unlawful conduct, as set forth therein,
4 PLAINTIFFS and the CLASS have sustained damages, including loss of earnings for hours of
5 overtime worked, in an amount to be established at trial.

6 15. Pursuant to California Labor Code §1194, PLAINTIFFS and the CLASS are entitled to
7 recover unpaid overtime compensation and double time compensation, including interest thereon.

8 16. PLAINTIFFS is also entitled to recover reasonable attorneys' fees and costs, pursuant to
9 California Labor Code §1194(a).

10 17. Furthermore, California Lab. Code § 233 provides "any employer who provides sick leave
11 for employees shall permit an employee to use in any calendar year the employee's accrued and
12 available sick leave entitlement, in an amount not less than the sick leave that would be accrued
13 during six months at the employee's then current rate of entitlement, for the reasons specified in
14 subdivision (a) of Section 246.5." California Lab. Code § 246 requires sick pay wages to be paid no
15 later than the payday for the next regular payroll period after accrued sick leave is used. California
16 Lab. Code §§ 218 and 233 permit employees to sue to recover underpaid sick pay wages as damages.

17 18. California Lab. Code § 351 provides "No employer or agent shall collect, take, or receive
18 any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any
19 amount from wages due an employee on account of a gratuity, or require an employee to credit the
20 amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from
21 the employer. Every gratuity is hereby declared to be the sole property of the employee or employees
22 to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit
23 card shall pay the employees the full amount of the gratuity that the patron indicated on the credit
24 card slip, without any deductions for any credit card payment processing fees or costs that may be
25 charged to the employer by the credit card company. Payment of gratuities made by patrons using
26 credit cards shall be made to the employees not later than the next regular payday following the date
27 the patron authorized the credit card payment." Defendants failed to pay Plaintiffs and the Aggrieved
28 Employees their earned tips.

1 19. Additionally, Labor Code Section 227.3 provides, “Unless otherwise provided by a
2 collective-bargaining agreement, whenever a contract of employment or employer policy provides
3 for paid vacations, and an employee is terminated without having taken off his vested vacation time,
4 all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of
5 employment or employer policy respecting eligibility or time served; provided, however, that an
6 employment contract or employer policy shall not provide for forfeiture of vested vacation time upon
7 termination. The Labor Commissioner or a designated representative, in the resolution of any dispute
8 with regard to vested vacation time, shall apply the principles of equity and fairness.”
9 DEFENDANTS failed to pay PLAINTIFFS and the CLASS their earned and vested vacation at their
10 final rate upon termination.

11 20. Labor Code Section 204 (a) provides “All wages, other than those mentioned in Section
12 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice
13 during each calendar month, on days designated in advance by the employer as the regular paydays.
14 Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
15 between the 16th and the 26th day of the month during which the labor was performed, and labor
16 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
17 between the 1st and 10th day of the following month.”

18 21. Defendants failed to pay PLAINTIFFS and the Aggrieved Employees their wages as
19 provided in section 204(a).

20 22. During the RELEVANT TIME PERIOD, DEFENDANTS were and are the PLAINTIFFS’
21 and the CLASS employer and/or person acting on behalf of the DEFENDANTS, within the meaning
22 of California Labor Code § 558, who violated or caused to be violated any section of the wage order
23 regulating the days and hours worked and, as such are individually liable to each member of the
24 CLASS for each such violations as set forth in the California Labor Code.

25 23. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of
26 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
27 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected
28 employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each subsequent

violation, a penalty of \$100.00 for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee.

24. PLAINTIFFS on behalf of themselves and the CLASS seeks all available remedies for DEFENDANTS' violations including any and all wages due, penalties, monies, interest, attorney's fees, and costs to the extent permitted by law.

WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512)
(AGAINST ALL DEFENDANTS)

25. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

26. During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to PLAINTIFFS and the CLASS employed by DEFENDANTS.

27. During the RELEVANT TIME PERIOD, PLAINTIFFS and the CLASS were "non-exempt" employees of DEFENDANTS and did not receive meal periods, off-duty meal periods, second off-duty meal periods on workdays in which they worked ten or more hours, or premium pay in lieu of meal periods.

28. By failing to comply with IWC Wage Order and California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFFS and the CLASS proper protections and benefits of the laws governing meal periods.

29. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of, and under a duty to comply with, California Labor Code §§226.7 and 512.

30. California Labor Code §226.7 provides:

"(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Moreover, California Labor Code §512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

31. Sections 11 and 12 of IWC Wage Order 4 mandate that the employer provide all applicable meal periods to employees. Section 11 of the applicable IWC Wage Order provides in pertinent part:

“No employer shall employ any person for a work period of more than of not less than 30 minutes... Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked.

If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order the employer shall provide the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

32. PLAINTIFFS and the CLASS regularly and consistently worked eight (8) hours or more per day, and on occasion ten (10) hours or more per day, but were not provided an uninterrupted, thirty-minute meal period within the first five hours of work each day or a second thirty-minute meal period within the first ten hours of work. By failing to consistently provide PLAINTIFFS and each member of the CLASS an uninterrupted thirty-minute meal period within the first five hours of work each day and a second timely meal period, DEFENDANTS violated the California Labor Code and applicable IWC Wage Order provisions.

33. During the RELEVANT TIME PERIOD, DEFENDANTS intentionally and willfully required PLAINTIFFS and the CLASS to work during meal periods and failed to compensate PLAINTIFFS and the CLASS the full meal period premium for work performed during meal periods.

34. PLAINTIFFS are informed and believe and, on that basis, allege, that DEFENDANTS failed to pay the one-hour compensation as a premium payment to PLAINTIFFS or any member of the CLASS for all missed or interrupted meal breaks due to their violation of the California Labor Code and applicable IWC Wage Order provisions.

35. Defendant’s conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

1 36. As a direct and proximate result of DEFENDANTS unlawful conduct, as set forth herein,
2 PLAINTIFFS and the CLASS have sustained damages including loss of compensation resulting from
3 missed meal periods, in an amount to be established at trial.

4 37. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b),
5 PLAINTIFFS and the CLASS are entitled to recover from DEFENDANTS one additional hour of
6 pay at the employee's regular rate of compensation for each and every workday the meal or rest
7 period is not provided. In determining the regular rate of pay for each CLASS member, all
8 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

9 38. During the RELEVANT TIME PERIOD, DEFENDANTS were and are the PLAINTIFFS
10 and the CLASS' employers and/or persons acting on behalf of the DEFENDANTS, within the
11 meaning of California Labor Code § 558, who violated or caused to be violated any section of the
12 wage order regulating the days and hours worked and, as such are individually liable to each member
13 of the CLASS for each such violations as set forth in the California Labor Code.

14 39. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of
15 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
16 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected
17 employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each subsequent
18 violation, a penalty of \$100.00 for each underpaid employee for each pay period for which the
19 employee was underpaid, in addition to an amount sufficient to recover the underpaid wages, which
20 shall be paid to each affected employee.

21 40. As a direct result of DEFENDANTS' violations alleged herein, PLAINTIFFS and the
22 CLASS have suffered and continue to suffer loss of wages and compensation, all in amounts to be
23 shown according to proof at trial and within the jurisdiction limitations of this Court. PLAINTIFFS
24 and the CLASS seek all available remedies for DEFENDANTS' violations including, but not limited,
25 to any and all wages due, penalties, monies, interest, attorney's fees, and costs to the extent permitted
26 by law.

27 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

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THIRD CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT REST BREAKS
(IN VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE § 226.7)
(AGAINST ALL DEFENDANTS)

41. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

42. During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to PLAINTIFFS and the Class employed by DEFENDANTS.

43. During the RELEVANT TIME PERIOD, PLAINTIFFS and the CLASS were and continue to be “non-exempt” employees of DEFENDANTS and did not receive rest periods or premium pay in lieu of rest periods.

44. By failing to comply with California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFFS and the CLASS proper protections and benefits of the laws governing rest periods.

45. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of and under a duty to comply with, California Labor Code §226.7 and Section 12 of Wage Order 7-2001.

46. California Labor Code. §226.7 states

“no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.”

Section 12 of Wage Order No. 4-2001 provides in relevant part that:

(A) Every employer shall authorize and permit all employees to take rest periods, which in so far as practicable shall be in the middle of each work period., The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for such there shall be no deduction from wages.

47. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFFS and the CLASS to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hours period worked.

48. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFFS and the CLASS to work during first, second, and third rest periods and failed to pay PLAINTIFFS and the CLASS the full rest period premium for work performed during rest periods.

1 49. During the RELEVANT TIME PERIOD, DEFENDANTS willfully maintained control of
2 PLAINTIFFS and the CLASS during rest periods and thereby did not relieve them of all duties and
3 failed to pay PLAINTIFFS and the CLASS the full rest period premium for work performed during
4 rest periods.

5 50. If an employer fails to provide an employee a rest period in accordance with the applicable
6 provisions of this order, the employer shall pay the employee one (1) hour of pay at that employee's
7 regular rate of compensation for each workday that the rest period is not provided.

8 51. During the RELEVANT TIME PERIOD, DEFENDANTS failed to pay PLAINTIFFS and
9 the CLASS the full rest period premium due pursuant to California Labor Code section 226.7 for all
10 missed rest breaks.

11 52. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b),
12 PLAINTIFFS and the CLASS are entitled to recover from DEFENDANTS one additional hour of
13 pay at the employees' regular rate of compensation for each and every workday that the rest period
14 was not provided. In determining the regular rate of pay for each CLASS member, all remuneration
15 paid to each, including but not limited to performance bonuses, must be calculated.

16 53. In committing the violations of state law as herein alleged, DEFENDANTS refused to
17 perform their obligations to authorize and permit rest periods and have also failed to pay rest premium
18 wages. As a direct result, PLAINTIFFS and the CLASS have suffered, and continue to suffer,
19 substantial losses, including those related to the use and enjoyment of such compensation, wages,
20 and lost interest on such monies in seeking to compel DEFENDANTS to fully perform their
21 obligation under state law, all to their respective damage in amounts according to proof at trial and
22 within the jurisdictional limitations of this Court.

23 54. During the RELEVANT TIME PERIOD, DEFENDANTS are and/or were the
24 PLAINTIFFS and the CLASS' employers and/or persons acting on behalf of DEFENDANTS within
25 the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part
26 2, Chapter I, of the California Labor Code or any provision regulating hours and days of work in any
27 Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid
28 employee, which shall be paid to each affected employee, as set forth in Labor Code § 558.

1 55. Labor Code § 558 imposes upon DEFENDANTS for each initial violation a penalty of
2 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
3 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected
4 employee. Furthermore, Labor Code§ 558 imposes upon DEFENDANTS for each subsequent
5 violation a penalty of \$100 for each underpaid employee for each pay period for which the employee
6 was underpaid, in addition to an amount sufficient to recover the underpaid wages, which shall be
7 paid to each affected employee.

8 56. The CLASS, including PLAINTIFFS, suffered and continue to suffer loss of wages and
9 compensation, all in an amount to be shown according to proof at trial and within the jurisdictional
10 limitations of this Court.

11 57. PLAINTIFFS seeks all available remedies for DEFENDANTS' violations including, but
12 not to, any and all wages due, penalties, interest, attorney's fees, costs to the extent permitted by law.

13 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

14 **FOURTH CAUSE OF ACTION**
15 **VIOLATION OF CALIFORNIA LABOR CODE § § 1182.12, 1194, 1197, 1197.1, AND**
16 **1198—UNPAID MINIMUM WAGES**
(Against All DEFENDANTS)

17 63. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
18 as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

19 64. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1,
20 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
21 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
22 Compensable work time is defined in Wage Order No. 4 as “the time during which an employee is
23 subject to the control of an employer, and includes all the time the employee is suffered or permitted
24 to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining “Hours
25 Worked”).

26 65. As set forth above, DEFENDANTS systematically, and on a company-wide basis,
27 required PLAINTIFFS and CLASS to work and were either not compensated for their work or were
28 paid less than they were entitled to be paid for all hours worked, constituting a failure to pay all

1 earned wages including minimum wages. Despite MURCHISON'S demands to be paid, even on
2 DEFENDANTS social media accounts, DEFENDANTS failed to pay him at least the minimum
3 wage.

4 66. As also described above, DEFENDANTS required PLAINTIFFS and CLASS to work
5 during their 30-minute unpaid meal periods due to DEFENDANTS' systemic and company-wide
6 failure to schedule uninterrupted meal periods prior to the fifth hour of work. DEFENDANTS did
7 not pay minimum wages for meal periods PLAINTIFFS and the CLASS worked through that
8 qualified for overtime premium payment.

9 67. Thus, Defendants did not pay at least minimum wages for all hours worked in
10 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

11 68. DEFENDANTS' failure to pay PLAINTIFFS and the CLASS minimum wages
12 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
13 California Labor Code section 1194.2, PLAINTIFFS and the CLASS are entitled to recover
14 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

15 WHEREFORE, PLAINTIFFS and the CLASS seek to request relief as described below.

16 **FIFTH CAUSE OF ACTION**
17 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
18 **(VIOLATION OF CAL. LAB. CODE §§ 226(a), 246(i), 1147(d)**
(Against All DEFENDANTS)

19 69. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
20 as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

21 70. Labor Code § 226(a) requires employers to furnish their employees with each wage
22 payment an accurate, itemized writing that shows gross wages earned, total hours worked, all
23 deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the
24 name of the employee and the portion of his or her social security number as required by law, all
25 applicable hourly rates in effect during the pay period, and the corresponding number of hours
26 worked at each hourly rate by the employee.

27 71. DEFENDANTS engages in a policy and practice of violating California Labor Code
28 §§ 226(a), by failing to provide PLAINTIFFS and the CLASS with accurate itemized wage

1 statements in compliance with the statutory requirement of §226(a).

2 72. DEFENDANTS knew or should have known that PLAINTIFFS and the CLASS were
3 entitled to receive accurate wage statements. In violation of the California Labor Code,
4 DEFENDANTS failed to provide PLAINTIFFS and the CLASS members with itemized wage
5 statements or separate written statements *accurately* showing this information.

6 73. California Labor Code section 1174(d) provides that “[e]very person employing labor
7 in this state shall... [k]eep a record showing the names and addresses of all employees employed and
8 the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments
9 at which employees are employed, payroll records showing the hours worked daily by and the wages
10 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
11 employed at the respective plants or establishments...” Labor Code section 1174.5 provides that
12 employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records
13 as required by section 1174(d).

14 74. During the relevant time period, and in violation of Labor Code section 1174(d),
15 DEFENDANTS willfully failed to maintain accurate payroll records for PLAINTIFFS and the
16 CLASS showing the daily hours they worked and the wages paid thereto as a result of failing to
17 record.

18 75. California Labor Code section 1198 provides that the maximum hours of work and
19 the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
20 the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any
21 employees for longer hours than those fixed by the order or under conditions of labor prohibited by
22 the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep
23 accurate time records showing when the employee begins and ends each work period and meal
24 period. During the RELEVANT TIME PERIOD, DEFENDANTS failed, on a company-wide basis,
25 to keep accurate records of all hours worked, meal period start and stop times for PLAINTIFFS and
26 CLASS, in violation of section 1198.

27 76. California Labor Code §246(i) provides “[a]n employer shall provide an employee
28 with written notice that sets forth the amount of paid sick leave available, or paid time off leave an

1 employer provides in lieu of sick leave, for use on either the employee's itemized wage statement
2 described in Section 226 or in a separate writing provided on the designated pay date with the
3 employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid
4 time off to an employee, the employer may satisfy this section by indicating on the notice or the
5 employee's itemized wage statement "unlimited." The penalties described in this article for a
6 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This
7 subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare
8 Commission only on and after January 21, 2016."

9 77. DEFENDANTS failed to provide wages statements to PLAINTIFFS and the CLASS
10 that complied with Labor Code §§ 226, and 246(i).

11 78. PLAINTIFFS and the CLASS, suffered and continue to suffer injuries, including
12 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
13 expenses and attorney's fees in seeking to compel DEFENDANTS to fully perform its obligations
14 under state law, all to their respective damage in amounts according to proof at trial. Pursuant to
15 Labor Code §§ 226(e)(2) and 226(c)(2)(B)(i), PLAINTIFFS and the CLASS are deemed to have
16 suffered injury as a result of DEFENDANTS' failure to provide accurate and complete information
17 as required by Labor Code § 226(a).

18 79. Labor Code § 226, in part, permits employees suffering injury to collect actual
19 damages or the amount specified in Labor Code§ 226. Thus, Labor Code§ 226(e) requires
20 DEFENDANTS to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay
21 period in which a violation occurred and one hundred dollars (\$100.00) per employee for each
22 violation in subsequent pay periods, plus attorney's fees and costs, to each member of the CLASS,
23 including PLAINTIFFS, who were injured by DEFENDANTS' failure to comply with Labor Code
24 § 226(a). The exact amount of the applicable penalty is all in an amount to be shown according to
25 proof at trial.

26 80. Furthermore, Labor Code § 226(g) permits an employee to bring an action for
27 injunctive relief to ensure compliance with Labor Code § 226. Thus, PLAINTIFFS and the CLASS
28 additionally seek injunctive relief to ensure compliance with Labor Code § 226.

1 81. PLAINTIFFS seeks all available remedies for DEFENDANTS' violations including,
2 but not limited to, any and all wages due, actual damages, penalties, payments pursuant to Labor
3 Code § 226(e) and 226.3, monies, interest, attorney's fees, costs and injunctive relief.

4 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

5 **SIXTH CAUSE OF ACTION**
6 **WAITING TIME PENALTIES**
7 **(VIOLATION OF CAL. LAB. CODE §§ 201, 202, 203)**
8 **(Against All DEFENDANTS)**

9 82. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
10 as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

11 83. At all times herein mentioned, PLAINTIFFS and the CLASS were employees of
12 DEFENDANTS and DEFENDANTS were subject to California law.

13 84. California Labor Code §§ 201 and 202 require that an employer promptly pay all
14 wages due to quitting or discharged employees. Labor Code section 203 provides a penalty for the
15 willful failure to pay all wages due to an employee who is discharged under section 201 or quit under
16 § 202. This penalty consists of an amount equal to the sum of the employee's wages at the
17 employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the
18 equivalent of 30 days' pay.

19 85. As set forth in § 201, upon the end of the PLAINTIFFS' and the CLASS'
20 employment, DEFENDANTS were obligated to pay all compensation earned and unpaid at the time
21 of termination. DEFENDANTS failed to do so. DEFENDANTS failed to pay all wages owed upon
22 discharge of employment.

23 86. At the time of termination of the PLAINTIFFS and the CLASS, DEFENDANTS
24 failed to timely pay the PLAINTIFFS and the CLASS for all their hours worked, minimum wages,
25 sick pay, and overtime compensation. In addition, BHULLAR and other CLASS members directly
26 employed by Legends were discharged as of the last event worked at the end of season and were not
27 paid all wages owed upon discharge. DEFENDANTS are obligated to pay PLAINTIFFS and the
28 CLASS waiting-time penalty equivalent to thirty (30) full working days' worth of wages.

1 DEFENDANTS violated 201-203 by willfully failing to pay all wages due to PLAINTIFFS and the
2 CLASS who have been discharge or who have quit.

3 87. PLAINTIFFS seeks costs, interest, disbursements, and attorneys' fees, as provided by
4 Labor Code §§ 218.5 and 218.6, 1194(a), under PAGA and any other relevant statutes.

5 **SEVENTH CAUSE OF ACTION**
6 **FAILURE TO PAY ALL WAGES TIMELY DURING EMPLOYMENT IN**
7 **VIOLATION OF LABOR CODE §§ 201.3, 204, 210**
8 **(Against All DEFENDANTS)**

9 88. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
10 as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

11 89. Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer
12 is assigned to work for a client, that employee's wages are due and payable no less frequently than
13 weekly, regardless of when the assignment ends, and wages for work performed during any calendar
14 week shall be due and payable not later than the regular payday of the following calendar week. A
15 temporary services employer shall be deemed to have timely paid wages upon completion of an
16 assignment if wages are paid in compliance with this subdivision.

17 90. Lab. Code § 204 *et seq.* provides the requirements for payment of wages during
18 employment.

19 91. Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart
20 from, any other penalty provided in this article, every person who fails to pay the wages of each
21 employee as provided in Sections 201.3, 204, shall be subject to a penalty as follows:

22 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
23 employee.

24 (2) For each subsequent violation, or any willful or intentional violation, two hundred
25 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
26 unlawfully withheld."

27 92. DEFENDANTS intentionally refused to comply with Lab Code §§ 201.3, 204 and
28 210.

93. PLAINTIFFS seek all available remedies for DEFENDANTS' violations including,
but not limited to, any and all wages due, and applicable penalties, attorney's fees, costs and
injunctive relief.

EIGHTH CAUSE OF ACTION
FAILURE TO INDEMNIFY FOR EXPENDITURES INCURRED IN DISCHARGE OF
DUTIES (CAL. LAB. CODE § 2802)
(Against LEGENDS)

94. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

95. During the RELEVANT TIME PERIOD, California Labor Code § 2802 was applicable to PLAINTIFF and the CLASS employed by DEFENDANTS.

96. PLAINTIFFS and the CLASS were and are entitled to the protections of California Labor Code § 2802.

97. Cal. Lab. Code §2802(a) provides in relevant part that:

“An employer shall indemnify his or him employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or him duties, or of his or him obedience to the directions of the employer....”

98. DEFENDANTS required PLAINTIFF and the CLASS to incur parking related expenses, regularly use their own personal cellphones and/or computers or other personal devices with internet in furtherance of their job duties and to conduct DEFENDANTS’ business.

99. During THE RELEVANT TIME PERIOD, as a result of the unlawful acts of DEFENDANTS, PLAINTIFFS and the CLASS have incurred expenditures and losses in an amount to be determined at trial.

100. Pursuant to California Labor Code § 2802, DEFENDANTS are required to fully reimburse PLAINTIFFS and the CLASS for all expenses incurred by them in the performance of their job duties.

101. PLAINTIFFS and the CLASS suffered, and will continue to suffer, damages in amounts according to proof at the time of trial as a direct and proximate result of DEFENDANTS’ willful conduct of requiring PLAINTIFFS to agree to illegal terms and conditions of employment and DEFENDANTS’ unlawful failure to reimbursement PLAINTIFFS and the CLASS for parking, and their personal cellphone, computer and/or other personal devices and internet use.

102. In failing to reimburse PLAINTIFFS and the CLASS for the use of their personal cellphones to conduct DEFENDANTS’ business, DEFENDANTS acted maliciously, oppressively,

1 and despicably, with the wrongful intention of causing injury and hardship to PLAINTIFFS and the
2 CLASS by reaping economic gain at PLAINTIFFS and the CLASS' expenses, in willful and
3 conscious disregard of PLAINTIFFS' statutory and regulatory rights.

4 103. PLAINTIFFS and the CLASS are entitled to recovery from DEFENDANTS, and each
5 of them, the full amount of the necessary business-related expenses and costs incurred during the
6 course and scope of employment, incurred as a result of DEFENDANTS' unlawful policies and
7 practices plus attorneys' fees and costs, interests accrued from the date on which PLAINTIFFS and
8 the CLASS incurred such expenditures and/or the unlawful deductions.

9 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

10 **NINTH CAUSE OF ACTION**
11 **INJUNCTIVE RELIEF**
(Against All DEFENDANTS)

12 104. PLAINTIFFS repeat and re-allege all allegations contained in preceding paragraphs
13 as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

14 105. DEFENDANTS unlawful conduct of failing to comply with California law, including
15 but not limited to, Cal. Lab. Code §§ 510, 246 threatens real and immediate harm to PLAINTIFFS,
16 Aggrieved, Employees, and the CLASS who will suffer irreparable harm.

17 106. PLAINTIFFS are therefore entitled to an order restraining and ordering
18 DEFENDANTS, representatives, attorneys, servants, and agents from further harm pending final
19 judgment on this matter.

20 **TENTH CAUSE OF ACTION**
UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND
21 **PROFESSIONS CODE §§ 17200-17208**
(AGAINST ALL DEFENDANTS)

22 107. PLAINTIFFS repeats and re-allege all allegations contained in preceding paragraphs
23 as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

24 108. The foregoing conduct, as alleged, violates the California Unfair Competition Law
25 ("UCL"), Cal. Bus. & Prof. Code § 17200 et seq. Section 17200 of the Cal. Bus. & Prof. Code
26 prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or
27 practices.
28

109. Throughout the course of PLAINTIFFS's employment, DEFENDANTS committed acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein, including but not limited to, failing to pay employees at the rate of no less than one and one-half times the regular rate of pay, which includes bonuses pursuant to Lab. Code § 510; failing to pay employees paid sick time under Cal. Lab. Code 246 at the regular rate of pay for the workweek in which the employee uses paid sick time; failing to provide accurate itemized wage statements for each pay period; failing to pay employees the applicable minimum wage; failing to pay employees for all hours worked; failing to timely pay all wages during employment, failing to pay wages upon termination of employment, failing to reimburse expenses, and failing to distribute all tips pursuant to Cal. Lab. Code 351.

110. DEFENDANTS' conduct as herein alleged has damaged the PLAINTIFFS and therefore was substantially injurious to the PLAINTIFFS and the CLASS.

111. DEFENDANTS' course of conduct, acts, and practices in violation of the California laws mentioned herein constitute a separate and independent violation of the UCL. DEFENDANTS' conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition. PLAINTIFFS seeks disgorgement in the amount of the respective unpaid wages and equity and such other legal and equitable relief from DEFENDANTS' unlawful and willful conduct as the Court deems just and proper.

112. WHEREFORE, PLAINTIFFS requests the relief as described below.

ELEVENTH CAUSE OF ACTION
PENALTIES, PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF
LABOR CODE §§ 200, 510, 1198, 558, 1194, 1197, 1197.1, 226.7, 512, 201, 202, 203,
204 et seq., 201.3, 210, 218, 221, 223, 226, 226.3, 227.3, 246, 246.5(a), 247.5, 233, 351,
2802, 2810.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-
(B), California Code of Regulations, Title 8, Section 1 1070(14) and IWC Order(s)
Suitable Seating.
(AGAINST ALL DEFENDANTS)

113. PLAINTIFFS repeats and re-allege all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

114. Cal. Labor Code § 2698 et seq., the Labor Code Private Attorney General Act of 2004 expressly establishes that any provision of the Cal. Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency, or any of its

1 departments, divisions, commissions, boards agencies or employees for a violation of the Cal. Labor
2 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
3 himself or herself, and collectively on behalf of all other current or former employees.

4 115. Whenever the Labor and Workforce Development Agency, or any of its departments,
5 divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a
6 court in a civil action is authorized to exercise the same discretion, subject to the same limitation and
7 conditions, to assess a civil penalty.

8 116. PLAINTIFFS, and the CLASS of “aggrieved employees”, as defined by Cal. Labor
9 Code § 2699, who are all current and former employees of DEFENDANTS, and against them one or
10 more of the alleged violations was committed.

11 117. Having complied with the Notice and administrative provisions of PAGA,
12 PLAINTIFFS hold a right to bring an action on behalf of themselves and other employees acting as
13 a proxy of the LWDA. Pursuant to Labor Code § 2699 et seq., PLAINTIFFS seeks to recover civil
14 penalties for which DEFENDANTS are liable as a result of violations of the Labor Code, as set forth
15 in this Complaint and the Labor Code Private Attorney General Notice and incorporated by reference
16 including, but not limited to, violations of Labor Code §§ 200, 510, 1198, 558, 1194, 1197, 1197.1,
17 226.7, 512, 201, 202, 203, 201.3, 204, 210, 218, 221, 223, 226, 226.3, 227.3, 246, 246.5(a), 247.5,
18 233, 351, 2802, and 2810.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5
19 (A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) and IWC Wage Order suitable
20 seating.

21 118. The policies, acts and practices set forth above are an unlawful business act or practice
22 because DEFENDANTS (1) failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES wages
23 for all hours worked, including minimum wages, overtime wages, and tips; (2) failed to provide
24 PLAINTIFFS and the AGGRIEVED EMPLOYEES legally compliant meal periods; (3) failed to
25 provide PLAINTIFFS and the AGGRIEVED EMPLOYEES legally compliant rest periods; (4) failed
26 to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES accurate wage statements; (5) failed
27 to timely pay PLAINTIFFS and the AGGRIEVED EMPLOYEES’ wages during employment; (6)
28 failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES’ wages timely upon discharge of

1 employment; (7) failed to reimburse PLAINTIFFS and the AGGRIEVED EMPLOYEES for all
2 expenses; and (8) failed to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES suitable
3 seating, in violation of Labor Code §§ 200, 510, 1198, 558, 1194, 1197, 1197.1, 226.7, 512, 201,
4 202, 203, 201.3, 204, 210, 218, 221, 223, 226, 226.3, 227.3, 246, 246.5(a), 247.5, 233, 351, 2802,
5 and 2810.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California
6 Code of Regulations, Title 8, Section 1 1070(14) and IWC Wage Order suitable seating.

7 119. As a result of the violations alleged herein, PLAINTIFFS, individually and on behalf
8 of all aggrieved employees in their capacity as private attorneys general seeks penalties under Labor
9 Code § 2699(f), which states in relevant part:

10 For all provisions of this code except those for which a civil penalty is specifically provided,
11 there is established a civil penalty for a violation of these provisions as follows: ... (2) If, at
12 the time of the alleged violation, the person employs one or more employees, the civil penalty
is one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial
violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for
each subsequent violation.

13 120. To the extent that any violation alleged herein does not carry penalties under Cal.
14 Labor Code § 2699(a), PLAINTIFFS seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for
15 PLAINTIFFS and each member of the CLASS for each pay period in which they were aggrieved, in
16 the amounts established by Cal. Lab. Code § 2699(f).

17 121. For each such violations, PLAINTIFFS and all other aggrieved employees are entitled
18 to penalties in an amount to be shown at the time of trial. The penalties will be allocated 75% to
19 LWDA, and 25% to the CLASS, (i.e., affected employees.)

20 122. Pursuant to Cal. Labor Code §§2699(g)(1) PLAINTIFFS and aggrieved employees
21 are entitled to seek and recover reasonable attorneys' fees and costs.

22 123. PLAINTIFFS, on behalf of themselves and the CLASS, requests relief through PAGA
23 as described herein and below.

24 **DEMAND FOR JURY TRIAL**

25 PLAINTIFFS, hereby, demand a trial by jury on all issues so triable.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, PLAINTIFFS, on behalf of themselves, the CLASS, and Aggrieved
28 Employees prays for relief and judgment against DEFENDANTS, jointly and severally, as follows:

- 1 1. For an Order certifying the proposed CLASS and/or any other appropriate subclasses under
2 CCP § 382;
- 3 2. For an Order appointing PLAINTIFFS as the representatives of the CLASS;
- 4 3. For an Order appointing counsel for PLAINTIFFS as counsel for the CLASS;
- 5 4. For a finding that DEFENDANTS violated the provisions of the California Labor Code,
6 including but not limited to, §§ 201.3, 201-203, 204, 226, 226.3, 233, 226.7, 351, 510, 512, 1194,
7 1198, 2699, *et seq.*, 2802, as to PLAINTIFFS and the CLASS;
- 8 5. That the Court declare, adjudge, and decree that DEFENDANTS violated California Business
9 and Professions Code §§ 17200 *et seq.* as alleged herein;
- 10 6. That the Court make an award to PLAINTIFFS and the CLASS of damages for the amount
11 of unpaid wages, including interest thereon and penalties, in amounts to be proven, in a formulaic
12 manner, at trial;
- 13 7. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197 and special
14 damages, according to proof;
- 15 8. For actual damages pursuant to Labor Code § 226(e);
- 16 9. For reasonable attorneys' fees as provided by statute, including but not limited to California
17 Code of Civil Procedures § 1021.5 and California Labor Code §§ 218.5, 226, 1194;
- 18 10. For penalties as permitted under California Labor Code for violations of each of the sections
19 identified herein, including but not limited to §§210, 225.5, 226, 226.3, 1174.5, and 558;
- 20 11. For waiting time penalties and other penalties according to proof pursuant to California Labor
21 Code section 203 for all employees whose employment has been discharged at any time by
22 DEFENDANTS;
- 23 12. For injunctive relief, including but not limited to, pursuant to California Labor Code section
24 226(h);
- 25 13. For cost of suit herein;
- 26 14. For the appointment of a receiver to receive, manage and distribute any and all funds
27 disgorged from DEFENDANTS and determined to have been wrongfully acquired by
28 DEFENDANTS as a result of violations of California Business & Professions Code sections 17200

et seq.;

15. For disgorgement of all monies which DEFENDANTS have illegally gained;

16. For an award of additional hour of pay at the regular rate of compensation pursuant to Labor Code §226.7(b) for each meal and rest period not in compliance with the applicable Wage Order of the IWC;

17. For penalties and subsequent violation of a section of Chapter 1 of Labor Code, Div. 2, Part 2, or any provision regulating hours and days of work in any Order of the IWC for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages to be paid to each affected employee pursuant to Labor Code §558;

18. For an accounting to determine all money wrongfully obtained and held by DEFENDANTS;

19. For all other Orders, findings, and determinations identified and sought in this Complaint and/or the Court finds just and proper;

20. For prejudgment interest, and post judgment interest, according to proof;

21. For penalties according to the schedule as laid out in PAGA: for any initial violation, one hundred (\$100) dollars for each aggrieved employee per pay period; two hundred (\$200) dollars for each aggrieved employee per pay period for any subsequent violation, and reasonable attorneys' fees and costs pursuant to California Labor Code § 2699;

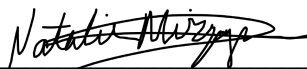
22. For any other such relief as the Court deems just and proper due to the misconduct committed by the DEFENDANTS as alleged in this Complaint.

23. PLAINTIFFS reserve the right to amend their prayer for relief.

Dated: May 23, 2025

Respectfully submitted,

MIRZAYAN LAW, APLC

By: 

Natalie Mirzayan, Esq.
Attorney for Plaintiffs

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING



REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

Re: **Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing; and Gregory Fielding.**

This notification is provided in advance of a civil action under Labor Code Private Attorney General Act of 2004, ("PAGA"). This office represents Mr. Domingo Murchison ("Mr. Murchison" or "Plaintiff") who was employed by MPV Event Productions, LLC, dba MVP Event Staffing ("MVP Event Staffing"), and Gregory Fielding ("Fielding") (collectively referred to as "Defendants") approximately from August 2021 until October 2021. This letter is a notice and a request pursuant to California Labor Code §2699.3 that your agency investigates the claims alleged herein. If the agency does not intend to investigate the alleged violations, we specifically and respectfully request that you notify our office.

This Action is brought by Mr. Murchison on behalf of himself and other similarly situated and aggrieved current and former employees in California ("Aggrieved Employees") working for Defendants. Plaintiff was classified as a non-exempt, hourly paid employee who worked for Defendants at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

MVP EVENT STAFFING provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP EVENT STAFFING at various

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venues throughout California. MVP EVENT STAFFING negotiates with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services. MVP EVENT STAFFING determines assignment or re-assignments of the Plaintiff and the Aggrieved Employees; retains the authority to assign or reassign the Plaintiff and the Aggrieved Employees to another client or customer; sets the rate of pay for the Plaintiff and the Aggrieved Employees; pays Plaintiff and the Aggrieved Employees from its own account via Onpay platform; and retains the right to hire and terminate the Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Plaintiff held various positions working for Defendants including "Stand Worker" (a cashier), taking event attendees' food and beverage orders, and also preparing food in the kitchen based on Defendants' assignment and direction.

Defendants hired the Plaintiff to provide services to MVP EVENT STAFFING clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Defendants also promised the Plaintiff and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Plaintiff in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

Plaintiff would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them.

Defendants are well aware of the number of hours worked by the Plaintiff and the Aggrieved Employees because Defendants required the Plaintiff and the Aggrieved Employees to submit timesheets, which Defendants received from their client/venue, and reconciled those timesheets to make sure they match their records. Also, when Plaintiff and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiff and the Aggrieved Employees to proceed to their work assignments. Plaintiff and the Aggrieved Employees were not compensated for the time waiting in line to be check-in and assigned to a supervisor.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was

entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and the Aggrieved Employees but failed to pay them for their labor.

Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and the Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

Defendants knew or should have known Plaintiff and the Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and the Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period.

The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

Labor Code §§ 200, 510, 1198, 558 Payment for Overtime:

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code § 1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code § 1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the

order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and double time as required by law. Therefore, Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff’s regular rate of pay for purposes of overtime compensation because the value of employee’s non-discretionary bonuses were not included in the calculation of the Plaintiff’s regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiff and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Defendants required Plaintiff and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiff and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiff, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer

Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiff and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiff and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave *available*, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiff's and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved Employees

7020 1810 0001 6538 9056

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Alamo, CA 94507

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Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$4.53

Sent To Gregory Fielding
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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Sacramento, CA 95811

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Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$4.53

Sent To Registered Agents, Inc
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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**U.S. Postal Service™
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Alamo, CA 94507

OFFICIAL USE

Certified Mail Fee	\$3.75
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$4.53

Sent To MVP Event Production LLC
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



EXHIBIT 2

MIRZAYAN LAW, APLC

April 11, 2023



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

Dillingham & Murphy, LLP counsel for

GREGORY FIELDING and

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

155 Sansome Street, Suite 700

San Francisco, California 94104

K&L Gates LLP counsel for

LEGENDS HOSPITALITY, LLC

10100 Santa Monica Blvd, 8th Fl.

Los Angeles, California 90067

Re: **First Amended Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing, et al. LWDA-CM-855809-21**

This First Amended Notification ("FAN") is provided in advance of amending a civil action titled *Domingo Murchison v. MVP Event Productions, LLC, et al.*, Case No. 30-2021-01234789-CU-OE-CXC filed in the Superior Court of California, County of Orange on December 6, 2021, pursuant to the Labor Code Private Attorney General Act of 2004, ("PAGA").

This office represents Mr. Domingo Murchison ("Plaintiff"), who was employed by MPV Event Productions, LLC, dba MVP Event Staffing ("MVP Event Staffing"), Gregory Fielding ("Fielding"), and Legends Hospitality, LLC ("Legends") (collectively referred to as "Defendants").

On December 3, 2021, Plaintiff provided your agency a Notice of Labor Code Private Attorney General Action pursuant to Labor Code 2698 et seq. ("Notice"), a true and correct copy

26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

of which is attached hereto as Exhibit "1", and incorporated by reference. This FAN is intended to amend the Notice¹ by adding defendant Legends Hospitality, LLC, ("Legends") as an additional defendant who was Plaintiff's employer and/or joint employer. Specifically, this FAN amends the Notice by collectively referring to ("Defendants") to include Legends in addition to MVP Staffing and Fielding.

Legends, along with MVP Event Staffing provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP Event Staffing and Legends at various events locations in California.

MVP Event Staffing and Legends negotiate with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services.

MVP Event Staffing and Legends in coordination with each other, determine assignment or re-assignments of the Plaintiff and the Aggrieved Employees; retain the authority to assign or reassign the Plaintiff and the Aggrieved Employees to another client or customer; set the rate of pay for the Plaintiff and the Aggrieved Employees; pay Plaintiff and the Aggrieved Employees; and retain the right to hire and terminate the Plaintiff and the Aggrieved Employees.

Plaintiff and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Plaintiff held various positions working for Defendants including "Stand Worker" (a cashier), taking event attendees' food and beverage orders, and also preparing food in the kitchen based on Defendants' assignment and direction.

Defendants hired the Plaintiff to provide services to MVP Event Staffing and Legends' clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

¹ Except as specifically stated in this FAN, the allegations of the Notice shall remain in full force and effect.

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING



REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

Re: **Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing; and Gregory Fielding.**

This notification is provided in advance of a civil action under Labor Code Private Attorney General Act of 2004, ("PAGA"). This office represents Mr. Domingo Murchison ("Mr. Murchison" or "Plaintiff") who was employed by MPV Event Productions, LLC, dba MVP Event Staffing ("MVP Event Staffing"), and Gregory Fielding ("Fielding") (collectively referred to as "Defendants") approximately from August 2021 until October 2021. This letter is a notice and a request pursuant to California Labor Code §2699.3 that your agency investigates the claims alleged herein. If the agency does not intend to investigate the alleged violations, we specifically and respectfully request that you notify our office.

This Action is brought by Mr. Murchison on behalf of himself and other similarly situated and aggrieved current and former employees in California ("Aggrieved Employees") working for Defendants. Plaintiff was classified as a non-exempt, hourly paid employee who worked for Defendants at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

MVP EVENT STAFFING provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP EVENT STAFFING at various

26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

venues throughout California. MVP EVENT STAFFING negotiates with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services. MVP EVENT STAFFING determines assignment or re-assignments of the Plaintiff and the Aggrieved Employees; retains the authority to assign or reassign the Plaintiff and the Aggrieved Employees to another client or customer; sets the rate of pay for the Plaintiff and the Aggrieved Employees; pays Plaintiff and the Aggrieved Employees from its own account via Onpay platform; and retains the right to hire and terminate the Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Plaintiff held various positions working for Defendants including "Stand Worker" (a cashier), taking event attendees' food and beverage orders, and also preparing food in the kitchen based on Defendants' assignment and direction.

Defendants hired the Plaintiff to provide services to MVP EVENT STAFFING clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Defendants also promised the Plaintiff and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Plaintiff in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

Plaintiff would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them.

Defendants are well aware of the number of hours worked by the Plaintiff and the Aggrieved Employees because Defendants required the Plaintiff and the Aggrieved Employees to submit timesheets, which Defendants received from their client/venue, and reconciled those timesheets to make sure they match their records. Also, when Plaintiff and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiff and the Aggrieved Employees to proceed to their work assignments. Plaintiff and the Aggrieved Employees were not compensated for the time waiting in line to be check-in and assigned to a supervisor.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was

entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and the Aggrieved Employees but failed to pay them for their labor.

Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and the Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

Defendants knew or should have known Plaintiff and the Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and the Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period.

The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

Labor Code §§ 200, 510, 1198, 558 Payment for Overtime:

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code § 1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code § 1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the

order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and double time as required by law. Therefore, Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff’s regular rate of pay for purposes of overtime compensation because the value of employee’s non-discretionary bonuses were not included in the calculation of the Plaintiff’s regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiff and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Defendants required Plaintiff and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiff and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiff, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer

Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiff and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiff and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave *available*, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiff's and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

Mirzayanlaw@outlook.com

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, April 11, 2023 1:00 PM
To: mirzayanlaw@outlook.com
Subject: Thank you for your Amended PAGA Claim Notice Submission.

04/11/2023 12:58:33 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://na01.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7C%7C05abb8ec5cc24af5fff808db3ac74420%7C84df9e7fe9f640afb435aaaaaaaaaaaa%7C1%7C0%7C638168399732554566%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=oMHclvChx6mpcKWGIRvKqYqO%2BZixrFLsuO5Y2nlGniA%3D&reserved=0

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EXHIBIT 3

MIRZAYAN LAW, APLC

April 14, 2025



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

[REDACTED]

[REDACTED]

K&L Gates LLP

(Counsel for Legends Hospitality, LLC)

Alison Hamer

10100 Santa Monica Blvd.

8th Floor

Los Angeles, CA 90067

Re: **Second Amended Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing, et al. LWDA-CM-855809-21**

This is the Second Amended Notification (“SAN”) is provided in advance of amending a civil action titled *Domingo Murchison v. MVP Event Productions, LLC, et al.*, Case No. 30-2021-01234789-CU-OE-CXC filed in the Superior Court of California, County of Orange on December 6, 2021, pursuant to the Labor Code Private Attorney General Act of 2004, (“PAGA”).

This office represents Mr. Domingo Murchison (“Murchison”) who was employed by MPV Event Productions, LLC, dba MVP Event Staffing (“MVP Event Staffing”), Gregory Fielding (“Fielding”), and Legends Hospitality, LLC (“Legends”) (collectively referred to as “Defendants”), and Ms. Davina Bhullar (“Bhullar”) who has been employed by Legends on a seasonal basis since May 4, 2022. Murchison and Bhullar are collectively referred to as “Plaintiffs”.

26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

On December 3, 2021, Murchison provided your agency a Notice of Labor Code Private Attorney General Action pursuant to Labor Code 2698 *et seq.* (“Notice”), a true and correct copy of which is attached hereto as Exhibit “1”, and incorporated by reference. On April 11, 2023, Murchison filed his First Amended Notification (“FAN”) which was intended to amend the Notice by adding Legends as an additional defendant who was Plaintiffs’ employer and/or joint employer, which is attached hereto as Exhibit “2.”

This SAN is intended to amend the Notice¹ and the FAN.

Legends provides food and beverage services at stadiums, arenas, amphitheaters and similar entertainment venues in California. Legends staffs some of its events, in part, with temporary staff obtained through MVP EVENT STAFFING. The remainder of its staffing is via direct employees. MURCHISON worked during several events, some events MURCHISON was directly hired by Legends, directly hired by MVP, and some events he was jointly hired by MVP and Legends. BHULLAR is and was directly hired by LEGENDS.

MVP EVENT STAFFING provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP EVENT STAFFING at various venues throughout California. MVP EVENT STAFFING negotiates with clients and customers for matters such as the time and place where the services the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services. MVP EVENT STAFFING determines assignment or re-assignments of the Aggrieved Employees, retains the authority to assign or reassign them to another client or customer, sets their rate of pay, pays them from its own account via Onpay platform, and retains the right to hire and terminate them. Murchison and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Murchison held various positions working for Defendants including “Stand Worker” (a cashier), taking event attendees’ food and beverage orders, and also preparing food in the kitchen based on Defendants’ assignment and direction.

Defendants hired Murchison to provide services to MVP EVENT STAFFING clients and required Murchison and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Murchison was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay Murchison and the Aggrieved Employees despite repeated attempts by Murchison seeking payment for his earned wages.

Defendants also promised Murchison and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Murchison in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

¹ Except as specifically stated in this SAN, the allegations of the Notice and FAN shall remain in full force and effect.

Plaintiffs would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiffs and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them. In violation of the California Labor Code, Plaintiffs and Aggrieved employees were not paid at least minimum wages or overtime wages for all hours worked because Defendants did not pay them for all hours worked.

Defendants are well aware of the number of hours worked by Plaintiffs and the Aggrieved Employees because Defendants required the Plaintiffs and the Aggrieved Employees to submit timesheets. Also, when Plaintiffs and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiffs and the Aggrieved Employees to proceed to their work assignments. Plaintiffs and the Aggrieved Employees were not compensated for the time waiting in line to be check-in, be assigned to a supervisor, conducting COVID-19 temperature and screening checks, or conducting security checks. Defendants also rounded Plaintiff's time.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute "wages" within the meaning of § 200 of the California Labor Code because Plaintiffs were promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiffs and the Aggrieved Employees but failed to pay them for their labor.

Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and the Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

Defendants knew or should have known Plaintiffs and the Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and the Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period. Plaintiffs and the Aggrieved Employees were denied compliant rest breaks and were not relieved of all control or work during their rest periods. Defendant's policies restricted Plaintiffs and the Aggrieved Employees' activities during rest

breaks, walk durations, and prohibited Plaintiffs and the Aggrieved Employees from leaving the premises during rest breaks.

Defendants knew or should have known that Defendants were obligated to provide Plaintiffs and the Aggrieved Employees with paid sick leave benefits but failed to do so. Additionally, Defendants failed to pay Plaintiffs and the Aggrieved Employees for paid sick leave at their regular rate of pay because the value of non-discretionary bonuses were not included in the calculation of their regular rate of pay.

Defendants failed to properly calculate Plaintiff and the Aggrieved Employees' regular rate of pay for purposes of overtime compensation and meal and rest break premiums because the value of non-discretionary bonuses were not included in the calculation of their regular rate of pay.

Legends knew or should have known Plaintiffs and the Aggrieved Employees were entitled to reimbursement for all necessary and reasonable business expenses; however Plaintiffs and the Aggrieved Employees were not reimbursed for their parking or use of their personal cell phones, computers, and/or other devices and internet, which they were required to use by Legends.

Legends knew or should have known that it had a duty to pay Plaintiffs and the Aggrieved Employees their earned tips; however, Defendant's policies and practices denied Plaintiffs and the Aggrieved Employees their earned tips.

Legends knew or should have known that it had a duty to provide suitable seating but failed to do so. Specifically, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. The Labor Code provides that labor conditions set by the Industrial Welfare Commission (Commission) shall be the standard labor conditions for employees. A Commission wage order provides that employees shall be provided suitable seating, if reasonable, during the performance of their duties. Defendants are in violation of the Industrial Wage Order by failing to provide Plaintiffs and Aggrieved Employees with suitable seating even though providing such seating is reasonable during the performance of their duties, therefore, Defendants have violated Lab Code § 1198, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable IWC Wage Order(s).

Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to receive itemized wage statements or separate written statements showing all hours worked, the proper hourly rate, and the amount of paid sick leave available, or paid time off provided in lieu of sick leave. In violation of the California Labor Code, DEFENDANTS failed to provide Plaintiffs and the Aggrieved Employees with itemized wage statements or separate written statements showing this information.

Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to timely payment of all wages earned upon termination of employment. In violation of the

California Labor Code, Plaintiffs and the Aggrieved Employees did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods. In addition, LEGENDS did not timely pay all wages earned upon discharge of employment of Bhullar and Aggrieved Employees at the end of each season.

The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

Labor Code §§ 200, 510, 1194, 1197, 1197.1, 1198, 558 Payment for Minimum Wages and Overtime:

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code §1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code §1197, in pertinent part, provides:

“The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

California Labor Code §1197.1, in pertinent part, provides the penalties and damages for failure to pay minimum wage.

California Labor Code §1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and

double time as required by law. Therefore, Plaintiffs and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff's regular rate of pay for purposes of overtime compensation because the value of employee's non-discretionary bonuses were not included in the calculation of the Plaintiff's regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiffs and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute "wages" within the meaning of § 200 of the California Labor Code because Plaintiffs were promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiffs and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Defendants required Plaintiffs and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is

discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiffs and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiffs, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. Defendants did not pay Murchison all wages owed upon his last day worked. In addition, when Legends terminated Bhullar's employment at the end of each season, it did not pay her wages due on her last day worked of the season. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiffs and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiffs and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave **available**, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiffs' and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

- (a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174 . An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to

this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2802: Legends failed to indemnify Plaintiffs and the Aggrieved Employees for all necessary expenditures with respect to parking fees, cellphone, computer and/or other personal devices and internet incurred in direct consequence of the discharge of their duties or in obedience to the directions of Legends.

Labor Code § 2802 provides, in pertinent part:

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay “and basis thereof,” whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any “doing business as” names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary. Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

Labor Code § 1198, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable IWC Wage Order(s):

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. The Labor Code provides that labor conditions set by the Industrial Welfare Commission (Commission) shall be the standard labor conditions for employees. A Commission wage order provides that employees shall be provided with suitable seating, if reasonable, during the performance of their duties. Defendants are in violation of the Industrial Wage Order by failing to provide Plaintiffs and Aggrieved Employees with suitable seating even though providing such seating is reasonable during the performance of their duties, therefore, Defendants have violated Lab Code § 1198.

Labor Code § 351:

California Lab. Code § 351 provides “No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.”

Legends failed to pay Plaintiffs and the Aggrieved Employees all of their earned tips.

Labor Code § 227.3:

Labor Code Section 227.3 provides, “Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.”

Defendants failed to pay Plaintiffs and the Aggrieved Employees their earned and vested vacation and holiday pay at their final rate upon termination.

Labor Code § 204:

Labor Code Section 204 (a) provides “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable

twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

By failing to pay Plaintiffs and the Aggrieved Employees all wages earned within the appropriate time frames, Defendants failed to pay Plaintiffs and the Aggrieved Employees their wages as provided in section 204(a).

Labor Code § 221:

Labor Code § 221 provides “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

Legends made impermissible and undisclosed deductions from wages owed to Plaintiffs and the Aggrieved Employees, in violation of Labor Code § 221.

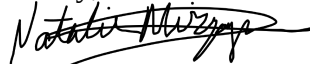
Labor Code § 223:

Labor Code § 223 provides “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

Legends secretly paid Plaintiffs and the Aggrieved Employees a lower wage while purporting to pay the wage designated by statute or by contract.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,

A handwritten signature in black ink, appearing to read "Natalie Mirzayan", written over a horizontal line.

Natalie Mirzayan, Esq.

Attorney for Plaintiffs and Aggrieved Employees

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

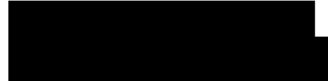
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING



REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

Re: **Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing; and Gregory Fielding.**

This notification is provided in advance of a civil action under Labor Code Private Attorney General Act of 2004, ("PAGA"). This office represents Mr. Domingo Murchison ("Mr. Murchison" or "Plaintiff") who was employed by MPV Event Productions, LLC, dba MVP Event Staffing ("MVP Event Staffing"), and Gregory Fielding ("Fielding") (collectively referred to as "Defendants") approximately from August 2021 until October 2021. This letter is a notice and a request pursuant to California Labor Code §2699.3 that your agency investigates the claims alleged herein. If the agency does not intend to investigate the alleged violations, we specifically and respectfully request that you notify our office.

This Action is brought by Mr. Murchison on behalf of himself and other similarly situated and aggrieved current and former employees in California ("Aggrieved Employees") working for Defendants. Plaintiff was classified as a non-exempt, hourly paid employee who worked for Defendants at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

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Defendants hired the Plaintiff to provide services to MVP EVENT STAFFING clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Defendants also promised the Plaintiff and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Plaintiff in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

Plaintiff would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them.

Defendants are well aware of the number of hours worked by the Plaintiff and the Aggrieved Employees because Defendants required the Plaintiff and the Aggrieved Employees to submit timesheets, which Defendants received from their client/venue, and reconciled those timesheets to make sure they match their records. Also, when Plaintiff and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiff and the Aggrieved Employees to proceed to their work assignments. Plaintiff and the Aggrieved Employees were not compensated for the time waiting in line to be check-in and assigned to a supervisor.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was

entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and the Aggrieved Employees but failed to pay them for their labor.

Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and the Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

Defendants knew or should have known Plaintiff and the Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and the Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period.

The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

Labor Code §§ 200, 510, 1198, 558 Payment for Overtime:

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code § 1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code § 1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the

order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and double time as required by law. Therefore, Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff’s regular rate of pay for purposes of overtime compensation because the value of employee’s non-discretionary bonuses were not included in the calculation of the Plaintiff’s regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiff and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Defendants required Plaintiff and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiff and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiff, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer

Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiff and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiff and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave *available*, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiff's and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

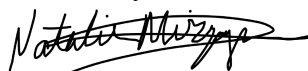
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

EXHIBIT 2

MIRZAYAN LAW, APLC

April 11, 2023



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

Dillingham & Murphy, LLP counsel for

GREGORY FIELDING and

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

155 Sansome Street, Suite 700

San Francisco, California 94104

K&L Gates LLP counsel for

LEGENDS HOSPITALITY, LLC

10100 Santa Monica Blvd, 8th Fl.

Los Angeles, California 90067

Re: **First Amended Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing, et al. LWDA-CM-855809-21**

This First Amended Notification (“FAN”) is provided in advance of amending a civil action titled *Domingo Murchison v. MVP Event Productions, LLC, et al.*, Case No. 30-2021-01234789-CU-OE-CXC filed in the Superior Court of California, County of Orange on December 6, 2021, pursuant to the Labor Code Private Attorney General Act of 2004, (“PAGA”).

This office represents Mr. Domingo Murchison (“Plaintiff”), who was employed by MPV Event Productions, LLC, dba MVP Event Staffing (“MVP Event Staffing”), Gregory Fielding (“Fielding”), and Legends Hospitality, LLC (“Legends”) (collectively referred to as “Defendants”).

On December 3, 2021, Plaintiff provided your agency a Notice of Labor Code Private Attorney General Action pursuant to Labor Code 2698 et seq. (“Notice”), a true and correct copy

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Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

of which is attached hereto as Exhibit “1”, and incorporated by reference. This FAN is intended to amend the Notice¹ by adding defendant Legends Hospitality, LLC, (“Legends”) as an additional defendant who was Plaintiff’s employer and/or joint employer. Specifically, this FAN amends the Notice by collectively referring to (“Defendants”) to include Legends in addition to MVP Staffing and Fielding.

Legends, along with MVP Event Staffing provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP Event Staffing and Legends at various events locations in California.

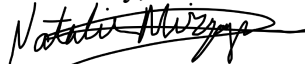
MVP Event Staffing and Legends negotiate with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services.

MVP Event Staffing and Legends in coordination with each other, determine assignment or re-assignments of the Plaintiff and the Aggrieved Employees; retain the authority to assign or reassign the Plaintiff and the Aggrieved Employees to another client or customer; set the rate of pay for the Plaintiff and the Aggrieved Employees; pay Plaintiff and the Aggrieved Employees; and retain the right to hire and terminate the Plaintiff and the Aggrieved Employees.

Plaintiff and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Plaintiff held various positions working for Defendants including “Stand Worker” (a cashier), taking event attendees’ food and beverage orders, and also preparing food in the kitchen based on Defendants’ assignment and direction.

Defendants hired the Plaintiff to provide services to MVP Event Staffing and Legends’ clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

¹ Except as specifically stated in this FAN, the allegations of the Notice shall remain in full force and effect.

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

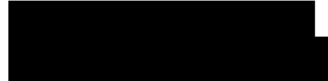
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VIA CERTIFIED MAIL

GREGORY FIELDING



REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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This Action is brought by Mr. Murchison on behalf of himself and other similarly situated and aggrieved current and former employees in California ("Aggrieved Employees") working for Defendants. Plaintiff was classified as a non-exempt, hourly paid employee who worked for Defendants at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

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Defendants also promised the Plaintiff and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Plaintiff in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

Plaintiff would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them.

Defendants are well aware of the number of hours worked by the Plaintiff and the Aggrieved Employees because Defendants required the Plaintiff and the Aggrieved Employees to submit timesheets, which Defendants received from their client/venue, and reconciled those timesheets to make sure they match their records. Also, when Plaintiff and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiff and the Aggrieved Employees to proceed to their work assignments. Plaintiff and the Aggrieved Employees were not compensated for the time waiting in line to be check-in and assigned to a supervisor.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was

entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and the Aggrieved Employees but failed to pay them for their labor.

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“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

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order or under conditions of labor prohibited by the order is unlawful.”

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Additionally, Defendants failed to properly calculate Plaintiff’s regular rate of pay for purposes of overtime compensation because the value of employee’s non-discretionary bonuses were not included in the calculation of the Plaintiff’s regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiff and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
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The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Defendants required Plaintiff and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiff and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiff, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer

Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiff and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiff and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave *available*, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiff's and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

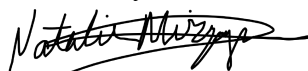
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

EXHIBIT 3

MIRZAYAN LAW, APLC

April 14, 2025



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

[REDACTED]

[REDACTED]

K&L Gates LLP

(Counsel for Legends Hospitality, LLC)

Alison Hamer

10100 Santa Monica Blvd.

8th Floor

Los Angeles, CA 90067

Re: **Second Amended Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing, et al. LWDA-CM-855809-21**

This is the Second Amended Notification (“SAN”) is provided in advance of amending a civil action titled *Domingo Murchison v. MVP Event Productions, LLC, et al.*, Case No. 30-2021-01234789-CU-OE-CXC filed in the Superior Court of California, County of Orange on December 6, 2021, pursuant to the Labor Code Private Attorney General Act of 2004, (“PAGA”).

This office represents Mr. Domingo Murchison (“Murchison”) who was employed by MPV Event Productions, LLC, dba MVP Event Staffing (“MVP Event Staffing”), Gregory Fielding (“Fielding”), and Legends Hospitality, LLC (“Legends”) (collectively referred to as “Defendants”), and Ms. Davina Bhullar (“Bhullar”) who has been employed by Legends on a seasonal basis since May 4, 2022. Murchison and Bhullar are collectively referred to as “Plaintiffs”.

26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

On December 3, 2021, Murchison provided your agency a Notice of Labor Code Private Attorney General Action pursuant to Labor Code 2698 *et seq.* (“Notice”), a true and correct copy of which is attached hereto as Exhibit “1”, and incorporated by reference. On April 11, 2023, Murchison filed his First Amended Notification (“FAN”) which was intended to amend the Notice by adding Legends as an additional defendant who was Plaintiffs’ employer and/or joint employer, which is attached hereto as Exhibit “2.”

This SAN is intended to amend the Notice¹ and the FAN.

Legends provides food and beverage services at stadiums, arenas, amphitheaters and similar entertainment venues in California. Legends staffs some of its events, in part, with temporary staff obtained through MVP EVENT STAFFING. The remainder of its staffing is via direct employees. MURCHISON worked during several events, some events MURCHISON was directly hired by Legends, directly hired by MVP, and some events he was jointly hired by MVP and Legends. BHULLAR is and was directly hired by LEGENDS.

MVP EVENT STAFFING provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP EVENT STAFFING at various venues throughout California. MVP EVENT STAFFING negotiates with clients and customers for matters such as the time and place where the services the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services. MVP EVENT STAFFING determines assignment or re-assignments of the Aggrieved Employees, retains the authority to assign or reassign them to another client or customer, sets their rate of pay, pays them from its own account via Onpay platform, and retains the right to hire and terminate them. Murchison and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Murchison held various positions working for Defendants including “Stand Worker” (a cashier), taking event attendees’ food and beverage orders, and also preparing food in the kitchen based on Defendants’ assignment and direction.

Defendants hired Murchison to provide services to MVP EVENT STAFFING clients and required Murchison and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Murchison was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay Murchison and the Aggrieved Employees despite repeated attempts by Murchison seeking payment for his earned wages.

Defendants also promised Murchison and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Murchison in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

¹ Except as specifically stated in this SAN, the allegations of the Notice and FAN shall remain in full force and effect.

Plaintiffs would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiffs and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiffs and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them. In violation of the California Labor Code, Plaintiffs and Aggrieved employees were not paid at least minimum wages or overtime wages for all hours worked because Defendants did not pay them for all hours worked.

Defendants are well aware of the number of hours worked by Plaintiffs and the Aggrieved Employees because Defendants required the Plaintiffs and the Aggrieved Employees to submit timesheets. Also, when Plaintiffs and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiffs and the Aggrieved Employees to proceed to their work assignments. Plaintiffs and the Aggrieved Employees were not compensated for the time waiting in line to be check-in, be assigned to a supervisor, conducting COVID-19 temperature and screening checks, or conducting security checks. Defendants also rounded Plaintiff's time.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute "wages" within the meaning of § 200 of the California Labor Code because Plaintiffs were promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiffs and the Aggrieved Employees but failed to pay them for their labor.

Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and the Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

Defendants knew or should have known Plaintiffs and the Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and the Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period. Plaintiffs and the Aggrieved Employees were denied compliant rest breaks and were not relieved of all control or work during their rest periods. Defendant's policies restricted Plaintiffs and the Aggrieved Employees' activities during rest

breaks, walk durations, and prohibited Plaintiffs and the Aggrieved Employees from leaving the premises during rest breaks.

Defendants knew or should have known that Defendants were obligated to provide Plaintiffs and the Aggrieved Employees with paid sick leave benefits but failed to do so. Additionally, Defendants failed to pay Plaintiffs and the Aggrieved Employees for paid sick leave at their regular rate of pay because the value of non-discretionary bonuses were not included in the calculation of their regular rate of pay.

Defendants failed to properly calculate Plaintiff and the Aggrieved Employees' regular rate of pay for purposes of overtime compensation and meal and rest break premiums because the value of non-discretionary bonuses were not included in the calculation of their regular rate of pay.

Legends knew or should have known Plaintiffs and the Aggrieved Employees were entitled to reimbursement for all necessary and reasonable business expenses; however Plaintiffs and the Aggrieved Employees were not reimbursed for their parking or use of their personal cell phones, computers, and/or other devices and internet, which they were required to use by Legends.

Legends knew or should have known that it had a duty to pay Plaintiffs and the Aggrieved Employees their earned tips; however, Defendant's policies and practices denied Plaintiffs and the Aggrieved Employees their earned tips.

Legends knew or should have known that it had a duty to provide suitable seating but failed to do so. Specifically, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. The Labor Code provides that labor conditions set by the Industrial Welfare Commission (Commission) shall be the standard labor conditions for employees. A Commission wage order provides that employees shall be provided suitable seating, if reasonable, during the performance of their duties. Defendants are in violation of the Industrial Wage Order by failing to provide Plaintiffs and Aggrieved Employees with suitable seating even though providing such seating is reasonable during the performance of their duties, therefore, Defendants have violated Lab Code § 1198, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable IWC Wage Order(s).

Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to receive itemized wage statements or separate written statements showing all hours worked, the proper hourly rate, and the amount of paid sick leave available, or paid time off provided in lieu of sick leave. In violation of the California Labor Code, DEFENDANTS failed to provide Plaintiffs and the Aggrieved Employees with itemized wage statements or separate written statements showing this information.

Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to timely payment of all wages earned upon termination of employment. In violation of the

California Labor Code, Plaintiffs and the Aggrieved Employees did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods. In addition, LEGENDS did not timely pay all wages earned upon discharge of employment of Bhullar and Aggrieved Employees at the end of each season.

The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

Labor Code §§ 200, 510, 1194, 1197, 1197.1, 1198, 558 Payment for Minimum Wages and Overtime:

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code §1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code §1197, in pertinent part, provides:

“The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

California Labor Code §1197.1, in pertinent part, provides the penalties and damages for failure to pay minimum wage.

California Labor Code §1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and

double time as required by law. Therefore, Plaintiffs and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff's regular rate of pay for purposes of overtime compensation because the value of employee's non-discretionary bonuses were not included in the calculation of the Plaintiff's regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiffs and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute "wages" within the meaning of § 200 of the California Labor Code because Plaintiffs were promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiffs and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Defendants required Plaintiffs and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is

discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiffs and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiffs, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. Defendants did not pay Murchison all wages owed upon his last day worked. In addition, when Legends terminated Bhullar's employment at the end of each season, it did not pay her wages due on her last day worked of the season. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiffs and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiffs and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave **available**, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiffs' and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

- (a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174 . An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to

this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2802: Legends failed to indemnify Plaintiffs and the Aggrieved Employees for all necessary expenditures with respect to parking fees, cellphone, computer and/or other personal devices and internet incurred in direct consequence of the discharge of their duties or in obedience to the directions of Legends.

Labor Code § 2802 provides, in pertinent part:

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay “and basis thereof,” whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any “doing business as” names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary. Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

Labor Code § 1198, California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable IWC Wage Order(s):

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. The Labor Code provides that labor conditions set by the Industrial Welfare Commission (Commission) shall be the standard labor conditions for employees. A Commission wage order provides that employees shall be provided with suitable seating, if reasonable, during the performance of their duties. Defendants are in violation of the Industrial Wage Order by failing to provide Plaintiffs and Aggrieved Employees with suitable seating even though providing such seating is reasonable during the performance of their duties, therefore, Defendants have violated Lab Code § 1198.

Labor Code § 351:

California Lab. Code § 351 provides “No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for. An employer that permits patrons to pay gratuities by credit card shall pay the employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions for any credit card payment processing fees or costs that may be charged to the employer by the credit card company. Payment of gratuities made by patrons using credit cards shall be made to the employees not later than the next regular payday following the date the patron authorized the credit card payment.”

Legends failed to pay Plaintiffs and the Aggrieved Employees all of their earned tips.

Labor Code § 227.3:

Labor Code Section 227.3 provides, “Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.”

Defendants failed to pay Plaintiffs and the Aggrieved Employees their earned and vested vacation and holiday pay at their final rate upon termination.

Labor Code § 204:

Labor Code Section 204 (a) provides “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable

twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

By failing to pay Plaintiffs and the Aggrieved Employees all wages earned within the appropriate time frames, Defendants failed to pay Plaintiffs and the Aggrieved Employees their wages as provided in section 204(a).

Labor Code § 221:

Labor Code § 221 provides “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

Legends made impermissible and undisclosed deductions from wages owed to Plaintiffs and the Aggrieved Employees, in violation of Labor Code § 221.

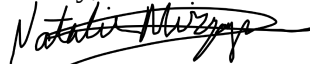
Labor Code § 223:

Labor Code § 223 provides “Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

Legends secretly paid Plaintiffs and the Aggrieved Employees a lower wage while purporting to pay the wage designated by statute or by contract.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Natalie Mirzayan', with a stylized flourish at the end.

Natalie Mirzayan, Esq.

Attorney for Plaintiffs and Aggrieved Employees

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

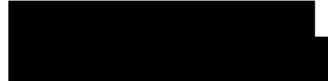
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING



REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

Re: **Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing; and Gregory Fielding.**

This notification is provided in advance of a civil action under Labor Code Private Attorney General Act of 2004, ("PAGA"). This office represents Mr. Domingo Murchison ("Mr. Murchison" or "Plaintiff") who was employed by MPV Event Productions, LLC, dba MVP Event Staffing ("MVP Event Staffing"), and Gregory Fielding ("Fielding") (collectively referred to as "Defendants") approximately from August 2021 until October 2021. This letter is a notice and a request pursuant to California Labor Code §2699.3 that your agency investigates the claims alleged herein. If the agency does not intend to investigate the alleged violations, we specifically and respectfully request that you notify our office.

This Action is brought by Mr. Murchison on behalf of himself and other similarly situated and aggrieved current and former employees in California ("Aggrieved Employees") working for Defendants. Plaintiff was classified as a non-exempt, hourly paid employee who worked for Defendants at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

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venues throughout California. MVP EVENT STAFFING negotiates with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services. MVP EVENT STAFFING determines assignment or re-assignments of the Plaintiff and the Aggrieved Employees; retains the authority to assign or reassign the Plaintiff and the Aggrieved Employees to another client or customer; sets the rate of pay for the Plaintiff and the Aggrieved Employees; pays Plaintiff and the Aggrieved Employees from its own account via Onpay platform; and retains the right to hire and terminate the Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Plaintiff held various positions working for Defendants including "Stand Worker" (a cashier), taking event attendees' food and beverage orders, and also preparing food in the kitchen based on Defendants' assignment and direction.

Defendants hired the Plaintiff to provide services to MVP EVENT STAFFING clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Defendants also promised the Plaintiff and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Plaintiff in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

Plaintiff would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them.

Defendants are well aware of the number of hours worked by the Plaintiff and the Aggrieved Employees because Defendants required the Plaintiff and the Aggrieved Employees to submit timesheets, which Defendants received from their client/venue, and reconciled those timesheets to make sure they match their records. Also, when Plaintiff and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiff and the Aggrieved Employees to proceed to their work assignments. Plaintiff and the Aggrieved Employees were not compensated for the time waiting in line to be check-in and assigned to a supervisor.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was

entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and the Aggrieved Employees but failed to pay them for their labor.

Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and the Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

Defendants knew or should have known Plaintiff and the Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and the Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period.

The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

Labor Code §§ 200, 510, 1198, 558 Payment for Overtime:

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code § 1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code § 1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the

order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and double time as required by law. Therefore, Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff’s regular rate of pay for purposes of overtime compensation because the value of employee’s non-discretionary bonuses were not included in the calculation of the Plaintiff’s regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiff and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Defendants required Plaintiff and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiff and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiff, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer

Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiff and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiff and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave *available*, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiff's and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

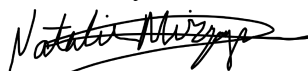
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

EXHIBIT 2

MIRZAYAN LAW, APLC

April 11, 2023



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

Dillingham & Murphy, LLP counsel for

GREGORY FIELDING and

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

155 Sansome Street, Suite 700

San Francisco, California 94104

K&L Gates LLP counsel for

LEGENDS HOSPITALITY, LLC

10100 Santa Monica Blvd, 8th Fl.

Los Angeles, California 90067

Re: **First Amended Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing, et al. LWDA-CM-855809-21**

This First Amended Notification (“FAN”) is provided in advance of amending a civil action titled *Domingo Murchison v. MVP Event Productions, LLC, et al.*, Case No. 30-2021-01234789-CU-OE-CXC filed in the Superior Court of California, County of Orange on December 6, 2021, pursuant to the Labor Code Private Attorney General Act of 2004, (“PAGA”).

This office represents Mr. Domingo Murchison (“Plaintiff”), who was employed by MPV Event Productions, LLC, dba MVP Event Staffing (“MVP Event Staffing”), Gregory Fielding (“Fielding”), and Legends Hospitality, LLC (“Legends”) (collectively referred to as “Defendants”).

On December 3, 2021, Plaintiff provided your agency a Notice of Labor Code Private Attorney General Action pursuant to Labor Code 2698 et seq. (“Notice”), a true and correct copy

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Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

of which is attached hereto as Exhibit “1”, and incorporated by reference. This FAN is intended to amend the Notice¹ by adding defendant Legends Hospitality, LLC, (“Legends”) as an additional defendant who was Plaintiff’s employer and/or joint employer. Specifically, this FAN amends the Notice by collectively referring to (“Defendants”) to include Legends in addition to MVP Staffing and Fielding.

Legends, along with MVP Event Staffing provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP Event Staffing and Legends at various events locations in California.

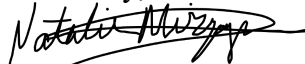
MVP Event Staffing and Legends negotiate with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services.

MVP Event Staffing and Legends in coordination with each other, determine assignment or re-assignments of the Plaintiff and the Aggrieved Employees; retain the authority to assign or reassign the Plaintiff and the Aggrieved Employees to another client or customer; set the rate of pay for the Plaintiff and the Aggrieved Employees; pay Plaintiff and the Aggrieved Employees; and retain the right to hire and terminate the Plaintiff and the Aggrieved Employees.

Plaintiff and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Plaintiff held various positions working for Defendants including “Stand Worker” (a cashier), taking event attendees’ food and beverage orders, and also preparing food in the kitchen based on Defendants’ assignment and direction.

Defendants hired the Plaintiff to provide services to MVP Event Staffing and Legends’ clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved Employees

¹ Except as specifically stated in this FAN, the allegations of the Notice shall remain in full force and effect.

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

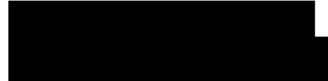
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VIA CERTIFIED MAIL

GREGORY FIELDING



REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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This Action is brought by Mr. Murchison on behalf of himself and other similarly situated and aggrieved current and former employees in California ("Aggrieved Employees") working for Defendants. Plaintiff was classified as a non-exempt, hourly paid employee who worked for Defendants at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

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Defendants also promised the Plaintiff and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Plaintiff in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

Plaintiff would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them.

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Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was

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The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

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California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code § 1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code § 1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the

order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and double time as required by law. Therefore, Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff’s regular rate of pay for purposes of overtime compensation because the value of employee’s non-discretionary bonuses were not included in the calculation of the Plaintiff’s regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiff and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Defendants required Plaintiff and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiff and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiff, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer

Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiff and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiff and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave *available*, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiff's and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

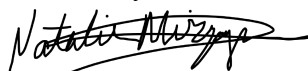
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

EXHIBIT 4



← [Back to Team Members](#)



Sean Chasworth h

Data Scientist

[Contact](#)

Experience & Background

Sean is a data scientist and statistician specializing in wage-hour and other employment litigation. He joined the PFC team in 2003. Sean has worked on numerous wage-hour cases, both class action and multi-plaintiff. He is an expert on drawing information from employee time and payroll data for both plaintiff and defense counsel. Sean has also worked with many other forms of data, including point-of-sale and other transaction data (to establish off-the-clock work time). He has analyzed large databases and sets of data for other forms of litigation. Sean also creates useful databases from poorly formatted sources, including information that may initially appear unusable or obfuscated. He is also knowledgeable about public and private data sources, including demographic data, U.S. Census data, and economic and financial data.



passed examinations sponsored by the Society of Actuaries, American Society of Pension Actuaries, and the CFA Institute.



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(626) 744-3540

3452 E. Foothill Blvd., Suite 220
Pasadena, CA 91107

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EXHIBIT 5



Reference No. 20250327-PJI-02

March 27, 2025

Natalie Mirzayan, Esq.
Law Offices of Natalie Mirzayan
26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610

RE: ***Murchison v. Legends Hospitality***

Dear Natalie,

Thank you for this opportunity to provide an updated quote for your Opt-Out settlement. Using the parameters you described, we are providing a summary of the approximate costs below and detailed in the attached:

	Total Estimated Cost of Administration	Client Courtesy Discount	Discounted Total
3-page Class Notice	\$39,514	(\$5,000)	\$34,514
4-page Class Notice	\$40,776	(\$5,000)	\$35,776

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104

Estimate Number:	20250327-PJI-02	Prepared By:	Patrick J. Ivie
Estimate Date:	3/27/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	6/25/2025	Email:	pjvie@simpluris.com

Attorney Contact
 Attorney: **Natalie Mirzayan, Esq**
 Firm: Law Offices of Natalie Mirzayan
 Email: mirzayanlaw@outlook.com

Opposing Counsel Contact
 Attorney:
 Firm:
 Email:

Case Name: Murchison v. Legends Hospitality
Opt-Out Settlement
Scenario 1: 3-page Class Notice

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	10,478	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN/SP	Average Call Length:	4 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking.

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	4	\$440.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	4	\$500.00
Total:			\$1,165.00

Notice and Communications

- Spanish Translation of the Notice
- 3-page class Notice, sent by First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
Spanish Translations - assuming 1,500 words	\$0.25	1,500	\$375.00
NCOA/CASS/LACS	\$0.14	10,478	\$1,466.92
Bilingual Notice Packet - assuming 6 images	\$0.30	10,478	\$3,143.40
Postage	\$0.68	10,478	\$7,125.04
Undeliverable Processing and Skip Trace	\$0.32	1,048	\$335.36
Remail Notice (assuming 85% skip trace success)	\$1.30	891	\$1,158.04
Remail Postage	\$0.72	891	\$641.38
Mailing Supervisor	\$55.00	4	\$220.00
Total:			\$14,465.14

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	\$350.00	1	\$350.00
IVR Monthly Maintenance	\$95.00	9 Months	\$855.00
IVR (includes toll-free number charges)	\$15.00	28	\$420.00
Subtotal			\$1,625.00

Administration

- Process incoming class and counsel communications, opt-outs, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Project Manager	\$110.00	4	\$440.00
Opt-out Processing	\$1.75	105	\$183.37
Reporting to Counsel (hours)	\$100.00	10	\$1,000.00
Total:			\$1,998.37

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Uncashed checks will go to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	5	\$625.00
Disbursement Manager - Data Validation	\$90.00	4	\$360.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	9	\$1,125.00
Print & Mail Distribution Check and Tax Docs	\$0.60	10,478	\$6,286.80
Postage	\$0.68	10,478	\$7,125.04
Process Returned Checks (assuming 5%)	\$0.20	524	\$104.80
Skip Trace Search Undeliverable Checks	\$0.12	524	\$62.88
Remail Checks (includes postage)	\$1.70	524	\$890.80
Escheat Uncashed Funds	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	3	\$270.00
Total:			\$19,375.32

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	3	\$375.00
Clerical-Clean Up Any Misc.	\$45.00	4	\$180.00
Project Manager-Wrap-up Final Issues	\$110.00	3	\$330.00
Total:			\$885.00

Total Estimated Cost of Administration:	\$39,514
Less Client Courtesy Discount:	-\$5,000
Discounted Total:	<u>\$34,514</u>

Estimate Number:	20250327-PJI-02	Prepared By:	Patrick J. Ivie
Estimate Date:	3/27/2025	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	6/25/2025	Email:	pjvie@simpluris.com

Attorney Contact
 Attorney: **Natalie Mirzayan, Esq**
 Firm: Law Offices of Natalie Mirzayan
 Email: mirzayanlaw@outlook.com

Opposing Counsel Contact
 Attorney:
 Firm:
 Email:

Case Name: Murchison v. Legends Hospitality
Opt-Out Settlement
Scenario 2: 4-page Class Notice

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	10,478	Undeliverable Rate:	10%
Claims Rate:	N/A	Mail Skip Trace Success Rate:	85%
Opt-out Rate:	1%	Call Rate:	4%
Language(s) for Communication	EN/SP	Average Call Length:	4 Minutes
Reminder Mailing:	N/A	Fund Distribution:	Simpluris
Unclaimed Funds:	Escheat	Number of Distributions:	1
State(s):	CA	Tax Year(s):	1
Length of Administration:	9 Months		

Case Setup

- Undertake postings on Simpluris website of key documents as ordered by the Court (e.g. orders and the Settlement Agreement)
- Data compilation: develop case-specific response tracking.

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	4	\$440.00
Case Document Web Postings	\$225.00	1	\$225.00
Database Manager - Initial Data Analysis	\$125.00	4	\$500.00
Total:			\$1,165.00

Notice and Communications

- Spanish Translation of the Notice
- 4-page class Notice, sent by First Class US Mail, in English and Spanish

Category	Unit Value	# of Units	Total
Spanish Translations - assuming 2,000 words	\$0.25	2,000	\$500.00
NCOA/CASS/LACS	\$0.14	10,478	\$1,466.92
Bilingual Notice Packet - assuming 8 images	\$0.40	10,478	\$4,191.20
Postage	\$0.68	10,478	\$7,125.04
Undeliverable Processing and Skip Trace	\$0.32	1,048	\$335.36
Remail Notice (assuming 85% skip trace success)	\$1.40	891	\$1,247.12
Remail Postage	\$0.72	891	\$641.38
Mailing Supervisor	\$55.00	4	\$220.00
Total:			\$15,727.02

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
IVR Call Center Setup	\$350.00	1	\$350.00
IVR Monthly Maintenance	\$95.00	9 Months	\$855.00
IVR (includes toll-free number charges)	\$15.00	28	\$420.00
Subtotal			\$1,625.00

Administration

- Process incoming class and counsel communications, opt-outs, and objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	3	\$375.00
Project Manager	\$110.00	4	\$440.00
Opt-out Processing	\$1.75	105	\$183.37
Reporting to Counsel (hours)	\$100.00	10	\$1,000.00
Total:			\$1,998.37

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse award payments and tax documents
- Uncashed checks will go to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
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Category	Unit Value	# of Units	Total
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Print & Mail Distribution Check and Tax Docs	\$0.60	10,478	\$6,286.80
Postage	\$0.68	10,478	\$7,125.04
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Skip Trace Search Undeliverable Checks	\$0.12	524	\$62.88
Remail Checks (includes postage)	\$1.70	524	\$890.80
Escheat Uncashed Funds	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	3	\$270.00
Total:			\$19,375.32

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	3	\$375.00
Clerical-Clean Up Any Misc.	\$45.00	4	\$180.00
Project Manager-Wrap-up Final Issues	\$110.00	3	\$330.00
Total:			\$885.00

Total Estimated Cost of Administration:	\$40,776
Less Client Courtesy Discount:	-\$5,000
Discounted Total:	<u>\$35,776</u>

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Exhibit B

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

Attorney for Plaintiffs
And the Proposed Class

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.
DAVID A. HOFFER; Dept.: CX-103

Reservation Number: 74520306

Date: July 18, 2025

Time: 10:00 a.m.

Dept.: CX-103

MEMORANDUM OF POINTS AND
AUTHORITIES ISO PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND FOR
PROVISIONAL CLASS CERTIFICATION
FOR SETTLEMENT PURPOSES ONLY

[Filed Concurrently with Notice of Motion;
Proposed Order]

Complaint Filed: December 6, 2021

1
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Plaintiffs, DOMINGO MURCHISON, and DAVINA BHULLAR (“Plaintiffs” or “Class
5 Representatives”), (“Plaintiffs” or “Class Representatives”) on behalf of themselves and all others
6 similarly situated (collectively referred to as “Plaintiffs”) hereby apply for preliminary approval of
7 the proposed class and PAGA settlement that was agreed to by Plaintiffs and defendant LEGENDS
8 HOSPITALITY, LLC (“Defendant”) (Defendant and Plaintiffs are collectively referred to as the
9 “Parties”)¹ upon the terms and conditions set forth in the Joint Stipulation Regarding Class Action
10 And Paga Settlement And Release (“Agreement”), a true and correct copy of which is attached hereto
11 as **Exhibit “1”** to the Declaration of Natalie Mirzayan² (“Mirzayan Decl.”) and incorporated by
12 reference. Plaintiffs respectfully request that this Court preliminarily approve this non-revisionary
13 class action and PAGA settlement, in which Defendant has agreed to pay Seven Hundred and
14 Seventy-Five Thousand Dollars and Zero Cents (\$775,000).³

15 Participating Class members do not need to file a claim to benefit from the Settlement. After
16 deducting the Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service
17 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the
18 Administration Expenses Payment, the remaining Net Settlement Amount (“NSA”) will be
19 distributed to all Participating Settlement Class Members.

20 By this **unopposed Motion**, made pursuant to Rule 3.769 of the California Rules of Court,
21 Plaintiffs seek an Order:

- 22 1) Granting Preliminary Approval of the proposed Class Action Settlement in this Action;

23
24 ¹ Plaintiffs only reached a settlement with Defendant Legends Hospitality, LLC. Therefore, this
25 motion only seeks approval of a settlement releasing Defendant Legends Hospitality, LLC, not
26 defendants MVP Event Productions, LLC or Greg Fielding.

27 ² Mirzayan Decl., ¶ 3.

28 ³ This is more than the \$540,000 class and PAGA settlement in *Hightower v. Legends Hospitality, LLC*, Santa Clara Superior Court Case No. 18CV328576, on behalf of the same class and similar causes of action during a prior period, which was entered into by experienced class counsel Lidman Law and Haines Law Group and approved by the court over an objection, motion to intervene, and appeal.

2) Certification of the Class and Tip Class for Settlement purposes only, respectively defined as follows:

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

All individuals who are or previously were employed by Legends Hospitality, LLC in the State of California who was or is eligible to receive tips during December 6, 2017 through April 28, 2025.

3) Granting Preliminary Approval of the proposed PAGA Settlement in this action on behalf of all “Aggrieved Employees”, defined as follows:

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

4) Preliminary approval of a non-revisionary settlement payment by LEGENDS HOSPITALITY, LLC (“Defendant” or “Legends”) in the amount of Seven Hundred Seventy-Five Thousand Dollars and No Cents (\$775,000.00) to resolve all claims, and costs relating to the Settlement, inclusive of all Net Settlement Payments to the Class (including PAGA payments), the enhancement award to Plaintiffs, costs to the Administrator, costs awarded to Class Counsel (Natalie Mirzayan of Mirzayan Law, APLC), a portion of Class Counsel Fees (estimated to be \$310,000.00), and payment of PAGA penalties to the LWDA. Legends will separately pay for any required employer payroll taxes and an additional amount to cover additional Class Counsel Fees approved by the Court pursuant to the terms of the Agreement.

5) Preliminary approval of Plaintiffs Davina Bhullar, and Domingo Murchison as Class Representatives;

6) Preliminary approval of Natalie Mirzayan of Mirzayan Law, APLC as Class Counsel;

7) Preliminary approval of the form and manner of the Notice to the Class;

8) Preliminary approval of the appointment of Simpluris, Inc. (“Simpluris”) as the Administrator and preliminary approval of the costs of administration of the Settlement for an amount estimated

not to exceed \$35,776.00 to be paid from the Common Settlement Fund (“Administration Expenses”);

9) Preliminary approval of the Class Representatives Service Payment to each of the Class Representatives, \$10,000.00 to Davina Bhullar and \$15,000.00 to Domingo Murchison, in the light of his commitment as Class Representative since 2021 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member) to be paid from the Common Settlement Fund (“Class Representative Service Payment”);

10) Preliminary approval of the application by Class Counsel to the Court seeking an award of attorneys' fees not to exceed Three Hundred Ten Thousand Dollars (\$310,000.00), which is 40% of the Gross Settlement Amount, and Litigation Expenses as supported by invoices to be paid from the Common Settlement Fund;

11) Preliminary approval of the payment of Forty Thousand Dollars (\$40,000.00) from the Common Settlement Fund to fully settle and resolve all PAGA penalty claims. Thirty Thousand Dollars (\$30,000.00), representing seventy-five percent (75%), to be paid to the Labor and Workforce Development Agency (“LWDA”) of the State of California, and the remaining \$10,000.00, which represents twenty-five percent (25%), to be distributed to Aggrieved Employees on a pro-rata basis based on the total number of PAGA Period Workweeks.

12) Establishing a schedule for the Class Notice to Class Members; and

13) Approving the filing of Plaintiffs’ Fourth Amended Complaint, which was stipulated to by Plaintiffs and Defendant in the Agreement and is attached to the Declaration of Natalie Mirzayan as **Exhibit “2”**, ¶ 4.

14) Setting a Final Approval hearing date.

Based on the information produced pursuant to both formal and informal discovery, and Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the proposed settlement is fair, reasonable, and adequate under the circumstances, and it is in the best interest of the Class. In the light of all known facts and circumstances, including the risk of significant delay

1 and uncertainty associated with litigation, various defenses asserted by Defendant, the likely
2 difficulties with class certification, and numerous potential appellate issues, Plaintiffs and Defendant
3 chose to settle their dispute.

4 For the reasons set forth below, this Court should certify the Class for settlement purposes,
5 grant Preliminary Approval, and order that the Notice be issued as requested.

6 **II. FACTUAL BACKGROUND**

7 **A. The Parties**

8 Legends provides venue operations including food and beverage, merchandise, and retail
9 services at various stadiums and concert arenas in California, as well as across the nation. Legends'
10 venues in California include some that are unionized, each under their own collective bargaining
11 agreement, and some that are not unionized. The venues at which Legends has provided services
12 during the Class Period include Angel Stadium, BMO Stadium, Golden 1 Center, Los Angeles
13 Coliseum, SoFi Stadium (including YouTube Theatre), Concord, Chula Vista (North Island), Five
14 Point Amphitheater, Glen Helen Amphitheater, Shoreline Amphitheater, Toyota Wheatland, and
Pechanga Casino.

15 Plaintiff Domingo Murchison, a former employee, was employed by Legends from August
16 to October 2021 at several venues in Southern California.

17 Plaintiff Davina Bhullar, a current employee, was hired by Legends in June 2022 in Northern
18 California as a non-exempt part-time seasonal employee. She contends that her employment is
19 terminated by Legends at the end of each season.

20 **B. Procedural History**

21 On December 3, 2021, Plaintiff Domingo Murchison sent notice to the LWDA to exhaust
22 administrative remedies under the PAGA. On April 11, 2023, Plaintiff Domingo Murchison
23 submitted an amended notice to the LWDA to identify Defendant Legends Hospitality, LLC as a
24 Doe employer. On April 11, 2025, Plaintiff Domingo Murchison and Davina Bhullar submitted an
25 amended notice to the LWDA to add Ms. Bhullar as a representative and include additional statutes
26 they contend were violated. The operative PAGA notice alleges violations of Labor Code sections
27 200, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 247.5, 351, 510, 512,
28 1194, 1197, 1197.1, 1198, 558, 2802 and 2810.5. Mirzayan Decl., **Exhibit “3”**, ¶ 5. As of the filing

1 of this declaration, the LWDA did not respond to any of the notices within the statutorily required
2 time frame and, as such, Plaintiffs became authorized to act as a Private Attorneys General on all
3 alleged PAGA claims. Mirzayan Decl., ¶ 6.

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

15 On November 22, 2022, Plaintiff Domingo Murchison filed a First Amended Complaint. The
16 First Amended Complaint removed the Conversion claim and added a claim for penalties under the
17 Private Attorneys General Act. *Id.* at ¶ 8.

18 On April 21, 2023, Plaintiff Domingo Murchison filed a Second Amended Complaint, in
19 which he added Defendant Legends Hospitality, LLC as a defendant. On June 26, 2023, Plaintiff
20 Domingo Murchison filed a Third Amended Complaint replacing a Doe defendant with Defendant
21 Legends Hospitality, LLC. *Id.* at ¶ 9.

22 A Fourth Amended Complaint is attached to the Declaration of Natalie Mirzayan (the
23 “Operative Complaint” or “FAC”), adding Davina Bhullar as a class representative, and including
24 additional factual allegations matching the scope of the resolution reached by the Parties.
25 Specifically, the FAC includes the following claims: (1) Failure to Pay Wages for All Hours Worked,
26 Including Overtime (Labor Code sections 510, 1198, 1198); (2) Failure to Provide Meal Periods
27 (Labor Code sections 226.7, 512); (3) Failure to Authorize and Permit Rest Periods (Labor Code
28

1 section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1182.12, 1194, 1197,
2 1197.1, and 1198); (5) Failure to Provide Accurate Wage Statements (Labor Code Sections 226(a),
3 1174(d), 246(i)); (6) Waiting Time Penalties; (7) Failure to Pay All Wages Timely During
4 Employment (Labor Code sections 201.3, 210); (8) Unreimbursed Expenses (Labor Code section
5 2802); (9) Unfair Business Practices (Business and Professions Code sections 17200-17208, Labor
6 Code Section 351); and (10) penalties under the Private Attorneys General Act. *Id.*, at ¶ 10.

7 **C. Discovery**

8 Class Counsel obtained substantial payroll and other data related to Class Members for
9 mediation purposes, through formal and informal discovery, including but not limited to,
10 propounding written discovery requests and interrogatories, and production of documents. Class
11 Counsel obtained Defendant's employee handbook, all relevant wage and hour policies and
12 procedures during the class period, collective bargaining agreements, time and payroll records, tip
13 and other data, venue event schedules, sample meal break waivers, exemplars of time edit
14 authorization forms, total number of class members during the class period, and other statistics.
15 Plaintiff also employed an expert to prepare calculations of the amount of damages to the Class
16 Members. Mirzayan Decl., ¶ 11, **Exhibit "4"**. Plaintiffs' investigation was sufficient to satisfy the
17 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
18 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
19 Furthermore, Plaintiffs' counsel has investigated the law as applied to the facts discovered regarding
20 the alleged claims of Plaintiffs and potential defenses thereto, and the potential damages claimed by
21 Plaintiffs.

22 **D. Arms-Length Negotiation**

23 Counsel for the respective Parties engaged in extensive discussions about the strengths and
24 weaknesses of the claims and defenses. Plaintiffs and Defendant undertook extensive mediation
25 efforts, including attending all day mediation on February 21, 2025 with well-respected mediator
26 Honorable Judge Ann Jones, who is a former magistrate judge in the United States District Court for
27 the Central District of California and former judge in Los Angeles Superior Court's complex
28 division. The Parties did not reach a settlement at that time, and Hon. Jones made a Mediator's

1 Proposal, which the Parties subsequently accepted. The Parties memorialized their agreement by
2 signing the Agreement (Exhibit “1”). Mirzayan Decl., ¶ 12.

3 **E. The Proposed Settlement**

4 Subject to Court approval pursuant to California Code of Civil Procedure §382 and California
5 *Rules of Court* 3.769, *et seq.*, Plaintiffs and Defendant have agreed to settle the Action by agreement
6 upon the terms and conditions and for the consideration set forth in the Agreement, a copy of which
7 is attached hereto as Exhibit "1" and incorporated by reference. A summary of the terms of the
8 settlement are as follows:

9 i) The Parties stipulate, for purposes of this settlement only, to certification of Class
10 and Tip Class, respectively defined as:

11 All individuals who are or previously were employed by Legends Hospitality,
12 LLC in the State of California on a non-exempt basis at any time during August
13 21, 2021 through April 28, 2025.

14 All individuals who are or previously were employed by Legends Hospitality,
15 LLC in the State of California who was or is eligible to receive tips during
16 December 6, 2017 through April 28, 2025.

17 ii) The Parties also stipulate, for purposes of this settlement only, that the Court should
18 approve a PAGA settlement on behalf of all “Aggrieved Employees” defined as:

19 All individuals who are or previously were employed by Legends Hospitality, LLC
20 in the State of California on a non-exempt basis at any time during September 18,
21 2021 to April 28, 2025.

22 iii) If the Court approves this Settlement, Defendant will make a non-revisionary
23 settlement payment in the amount of Seven Hundred Seventy-Five Thousand Dollars and No Cents
24 (\$775,000.00) to resolve all claims, and costs relating to the Settlement. (1) 40% of the Common
25 Settlement Fund (estimated to be \$310,000.00) will be allocated towards the payment of the Class
26 Counsel Fees as awarded by the Court; (2) \$10,000.00 to Davina Bhullar and \$15,000.00 to Domingo
27 Murchison (up to \$25,000 in total); (3) \$35,776.00 in reasonable costs incurred by the Administrator
28 to administer the Settlement; (4) \$40,000.00 as payment of PAGA penalties, of which 75% or
\$30,000.00 will be paid to the Labor and Workforce Development Agency (“LWDA”) of the State

1 of California; (5) Litigation Expenses as supported by invoices; and (6) the Net Settlement Amount,
2 including Net Settlement Payments and Individual PAGA Payments to Participating Class Members.
3 Additionally, all Employer Taxes due on the wage portion of the settlement, will be separately paid
4 by Legends.

5 iv) Legends shall fully fund the Gross Settlement Amount, and also fund the amounts
6 necessary to fully pay Legend's share of payroll taxes by transmitting the funds to the Administrator
7 no later than 14 days after the Effective Date;

8 v) Class Members will be paid their proportionate share based on the total number
9 of Workweeks worked during the Class Period and, as applicable, the Tip Class Period and
10 PAGA Period.

11 vi) For any Class Member whose Individual Class Payment check or Individual PAGA
12 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
13 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
14 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
15 California Code of Civil Procedure Section 384, subd. (b). Mirzayan Decl., ¶ 13.

16 **III. ARGUMENT**

17 **A. The Presumption of Fairness**

18 The law favors settlement of lawsuits, particularly class actions and other complex cases
19 where substantial resources can be conserved by avoiding the time, expense, and rigors of formal
20 litigation. *See Cellphone Termination Fee Cases* (2009) 180 Cal. App. 4th 1110, 1117-1118; *In*
21 *re Microsoft I-V Cases* (2006) 135 Cal. App. 4th 706, 723 n.14; *Nordstrom Com. Cases* (2010)
22 186 Cal. App. 4th 576, 581; *see also Neary v. Regents of Univ. of Cal.* (1992) 3 Cal. 4th 273,
23 277-81. "Due regard should be given to what is otherwise a private consensual agreement
24 between the parties. The inquiry 'must be limited to the extent necessary to reach a reasoned
25 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
26 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate
27 to all concerned.'" *See Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801; *see also*
28 *Cellphone Termination Fee Cases* (2009) 180 Cal. App. 4th 1110, 1118; *In re Microsoft I-V*

1 *Cases* (2006) 135 Cal. App. 4th 706, 723; *Nordstrom Com. Cases* (2010) 186 Cal. App. 4th 576,
2 581.

3 The purpose of the Court’s preliminary evaluation of a proposed class action settlement
4 is to determine only whether it is within the range of possible approval such that notice to the
5 class of its terms and conditions and the scheduling of a formal fairness hearing is warranted.
6 *See Wershba*, 91 Cal. App. 4th at 234-35. If the Court finds a proposed settlement falls within
7 “the range of reasonableness,” it should grant preliminary approval of the class action
8 settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.* (1994) 27 Cal.
9 App. 4th 1085, 1089-90; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 133.
10 Factors to consider in determining whether the settlement is fair, reasonable, and adequate
11 include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of
12 further litigation, the risk of maintaining class action status through trial, the amount offered in
13 settlement, the extent of discovery completed and the stage of the proceedings, the experience
14 and views of counsel, the presence of a governmental participant, and the reaction of the class
15 members to the proposed settlement. *See Dunk*, 48 Cal. App. 4th at 1801. However, this Court
16 should begin its analysis with a presumption that the proposed settlement is fair. “A presumption
17 of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2)
18 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
19 counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at
20 1802.

21 Here, the Settlement is entitled to a presumption of fairness because: (1) it is the product of
22 arm’s length bargaining between the Parties’ respective counsel through a full-day mediation and
23 mediator’s proposal; (2) the Parties have investigated the claims, defenses, and potential damages in
24 this case after factual and legal research, formal and informal discovery, preparation of damage analysis
25 using an expert; and (3) Class Counsel is experienced in complex and class action litigation, including
26 matters involving violations of California wage and hour laws. Therefore, there is an entitlement to
27

a presumption of fairness. *See, 7-Eleven Owners For Fair Franchising v. The Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146; *Dunk*, 48 Cal.App.4th at 1802.

B. The Settlement is Fair and Reasonable Based Upon Objective Evidence

1. The Settlement Was Negotiated at Arm's Length and Not Collusive

The settlement that has been reached, subject to this Court's approval, is the product of substantial effort by the parties and their counsel. The settlement was reached after extensive factual and legal investigation and research, numerous discussions, exchanges of documents, correspondence, and an extensive mediation. The settlement amount is, of course, a compromise figure. It considered, risks related to liability, damages, and all the defenses asserted by Defendant. Counsel for Plaintiffs is satisfied that this figure is reasonable in light of the risks and expense of continued litigation. Mirzayan Decl., ¶ 14.

Plaintiffs assert that the wage and hour claims and the claims for resulting damages and penalties would be certified. Plaintiffs' counsel reviewed documents produced by Defendant, including but not limited to, employee handbook, wage and hour policies and procedures, sampling of available time and payroll records and other data, collective bargaining agreements, venue event schedules, meal break waivers, time edit authorization forms, etc. and based thereon reasonably believed that Plaintiffs would have a significant chance of certifying the class.

On the other hand, Defendant has argued Plaintiffs cannot meet the requirements of class certification. Defendant strongly believes that its policies and procedures are fully compliant with California law and that there are factual differences in practices at each venue and within each venue such that there would be no basis for certifying a class action based on the claims alleged. While Plaintiffs believed in their chance of success of certifying the claims, Plaintiffs had not yet filed their motion for class certification, and as such, the extent to which Plaintiffs' proposed classes were certifiable is somewhat speculative. Absent settlement, there was a risk that there would not be a certified class at the time of trial. In addition, Plaintiffs recognized the potential risk of the claims not prevailing at trial based upon the defenses Defendant asserts. Moreover, further litigation would require substantial additional preparation and discovery and ultimately would involve the deposition and presentation of numerous witnesses (including expert witnesses), as well as the

1 consideration, preparation and analysis of expert reports, filing a motion for class certification, facing
2 the prospect of an appeal of any class certification ruling, and opposing a motion for summary
3 judgment. Therefore, should litigation have progressed any further there would have been significant
4 expense incurred by each side.

5 Plaintiffs and Defendant have very strong positions on liability in this case. Defendant denies
6 any liability or wrongdoing of any kind associated with the claims alleged in Plaintiffs Operative
7 Complaint, and further denies that, for any purpose other than that of settling this lawsuit, this action
8 is appropriate for class treatment. In light of the sharply contested legal and factual issues, the risks
9 of continued litigation, and substantial benefits to Class Members under the Settlement, the terms
10 and conditions of this class settlement are fair and reasonable to all sides.

11 **2. The Settlement Is Well Within Range of Reasonableness**

12 Prior to the Settlement, Plaintiffs' counsel investigated the claims alleged by Plaintiffs,
13 conducted legal research, and engaged in extensive informal and formal discovery. Defendant
14 produced written policies, collective bargaining agreements, venue event schedules, sample meal
15 break waivers and time edit authorization forms, and a sample of data consisting of time, payroll,
16 and tip records. Plaintiffs' statistical expert Sean Chasworth at Phillips Fractor and Company,
17 analyzed this information enabling Class Counsel to evaluate the potential liability and damages for
18 the Class Members. Based upon this information, Class Counsel was able to act intelligently and
19 effectively in negotiating the proposed Settlement. Mirzayan Decl., ¶ 15.

20 Plaintiffs and Class Counsel remain confident of the merits of Plaintiffs' claims. However,
21 Plaintiffs and Class Counsel considered several factors in reaching the decision to settle at this point
22 in the litigation. Class Counsel has calculated the total damages and interest of the Class Members,
23 and settlement value as follows:

24 Unreimbursed Business Expenses: Plaintiffs' claims for reimbursement were as a result of
25 Defendant's alleged failure to reimburse Plaintiffs and Class Members for the use of their cellphone
26 and parking as alleged in the Operative Complaint. Prior to mediation, Plaintiff's statistical experts
27 calculated the value of this claim and interest to be approximately \$3,129,169.38 based on an estimate

1 that on average, Class Members incurred about \$10 in data usage and parking expenses per month
2 and there were approximately 45 months during the relevant time period. Mirzayan Decl., ¶ 16.

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

14 Claims Related To Unpaid Wages: Plaintiffs' claims for failure to pay wages for all hours
15 worked as alleged in the Operative Complaint, were as a result of Defendant's alleged failure to pay
16 Plaintiffs and the Class for wages for off-the-clock work during security and COVID checks as
17 required by California law, thereby resulting an aggregate loss of wages to employees. Based on
18 available records provided by Defendant, Plaintiffs' economic expert estimates the value for the
19 unpaid minimum and overtime wages to be \$4,239,541.37 (based on 12 minutes of estimated unpaid
20 time per workday). Mirzayan Decl. ¶ 17.

21 However, Defendant contends that Plaintiffs and the Class members were properly paid for
22 all hours worked and that the alleged "off-the-clock" work was not the result of any policy or practice
23 of the company, but instead was purely an individualized claim, such that Plaintiffs would not be
24 able to certify a class based on this claim. Defendant further contends that employees were on the
25 clock during security and COVID checks, and even if some employees occasionally may have failed
26 to record their time accurately in violation of Legends' policy, they would have been sporadic,
27 isolated instances. Defendant also contends that 12 minutes is an excessive assumption to make and

not realistic in light of actual practices. Accordingly, Plaintiffs discounted the maximum exposure by 85% for the risk of non-certification, and an additional 90% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of \$63,593.12.

Claims Related to Meal Break Violations: Plaintiffs allege that they would have been entitled to recover meal period premiums for Defendant's failure to provide Class Members with compliant meal breaks. Plaintiffs' statistical experts calculated the meal break damages to be approximately \$7,349,482.81 assuming a class is certified and maximum damages awarded. Mirzayan Decl., ¶18.

However, Defendant disputes the statistical analysis prepared by Plaintiff and also asserts that their meal period policies were compliant with California law, that employees waived their meal breaks for shifts less than six hours, and that they provided employees the opportunity to take their timely meal periods. Defendant contends it provided employees with compliant meal breaks, well before the fifth and tenth hour of work. Accordingly, Defendant contends that any analysis of alleged missed meal periods would require an individualized inquiry of each employee to determine whether there was any meal period liability that would then require payment of the meal period premiums, such that class certification would not be proper for these claims. See *Brinker Restaurant Corp. v. Super. Ct.*, 53 Cal. 4th 1004 (2012). Defendant also contends the meal break calculation does not account for meal break waivers. Accordingly, Plaintiffs discounted the maximum exposure by 90% for the risk of non-certification, and an additional 95% to account for Defendant's defenses on the merits, to arrive at an estimated exposure of \$36,747.41.

Rest Break Violations: Plaintiffs also allege that they would have been entitled to recover rest break premiums for Defendant's failure to provide Class Members with compliant rest breaks. Plaintiffs statistical experts calculated the rest break damages to be approximately \$20,807,390.78 assuming a class is certified and maximum damages are awarded. Mirzayan Decl., ¶ 19.

However, as with the alleged meal period violations, Defendant asserts that it authorized and permitted employees to take timely rest breaks during which time they are relieved of all work. Accordingly, Defendant contends the rest break claims would require an individualized inquiry of each employee to determine whether there was any rest break liability, such that class certification

1 would not be proper for these claims. Defendant also contends that Plaintiff's damages analysis is
2 inflated because it is not limited to shifts in which employees worked sufficient hours to obtain one
3 or two rest breaks. Accordingly, Plaintiffs discounted the maximum exposure by 90% for the risk of
4 non-certification, and an additional 90% to account for Defendant's defenses on the merits, to arrive
5 at an estimated exposure of \$208,073.90.

6 Wage Statement Penalties: Plaintiffs allege that they would have been entitled to recover
7 penalties for Defendant's failure to issue compliant wage statements under California Labor Code
8 §226(e). As a result of Defendant's alleged failure to provide compliant wage statements each pay
9 period, each aggrieved employee could recover up to a maximum of a \$4,000.00 aggregate penalty
10 pursuant to Labor Code §226(e), depending on the number of pay periods she or he was issued a
11 non-compliant wage statement. Prior to mediation, Plaintiffs' statistical experts calculated the
12 maximum wage statement penalties to be approximately \$22,711,167.19. Mirzayan Decl., ¶ 20.
13 However, Defendant contends that these alleged wage statement claims were not the result of a
14 "knowing and intentional failure" by Defendant to comply with section 226(a) as required by Labor
15 Code §226(e), and that the employees did not suffer injury for purposes of recovering penalties as
16 required under Labor Code §226(e)(2)(B)(i) and (ii). Accordingly, Plaintiffs discounted the
17 maximum exposure by 80% for the risk of non-certification, and an additional 95% to account for
18 Defendant's defenses on the merits, to arrive at an estimated exposure of \$227,111.67.

19 Waiting Time Penalties: Plaintiffs also alleges that they would have been entitled to recover
20 "waiting time penalties" for Defendant's failure to issue all earned wages immediately upon
21 termination or within 72 hours of resignation under California Labor Code §§ 201, 202 and 203.
22 These penalties are twofold. First, they are derivative of the wage and hour claims. As a result
23 of Defendant's failure to pay all earned wages immediately upon termination or within 72 hours of
24 resignation, Plaintiffs allege that each former aggrieved employee could recover up to a maximum
25 of a 30-day penalty. Second, Plaintiff Davina Bhullar contends that Legends terminated her and
26 Class Members at the end of each season and failed to pay all wages owed as of the last day worked
27 of each season. Prior to mediation, Plaintiffs' statistical experts calculated waiting time penalties to
28

1 be approximately \$16,106,059.68. *Id.* Defendant, however, contends that the alleged failure to
2 timely pay final wages was derivative of the claims that are in dispute, such that there was not a
3 willful showing that the employer knew of its obligation and intentionally refused to act. *Baker v.*
4 *American Horticulture Supply, Inc.* (2010) 186 Cal.App.4th 1059, 1076.

5 Defendant also contends that employees are continuously employed until they voluntarily
6 resign or Defendant affirmatively terminates their employment and that the conclusion of a season
7 does not in itself constitute a discharge triggering immediate payment of wages under Labor Code
8 section 201. Accordingly, Plaintiffs discounted the maximum exposure by 90% for the risk of non-
9 certification, and an additional 90% to account for Defendant's defenses on the merits, to arrive at
10 an estimated exposure of \$161,060.59.

11 Unpaid Tips: Plaintiffs also allege that they would have been entitled to recover unpaid tips
12 that were earned, but not distributed to them on occasion due to system processing errors. Plaintiff's
13 statistical expert calculated unpaid tips to be \$1,259,843 assuming \$5 of unpaid tips per workweek.
14 Defendant contends that it maintained a compliant policy and practice of accurately paying class
15 members all tips due, and that if there were any underpayments, they were rare and not subject to
16 common practice. Accordingly, Plaintiffs discounted the maximum exposure by 90% for the risk of
17 non-certification, and an additional 90% to account for Defendant's defenses on the merits, to arrive
18 at an estimated exposure of \$12,598.43. Mirzayan Decl., ¶ 21.

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

23 However, not only this is based on assumption of proving violation for each and every Labor
24 Code alleged in the Operative Complaint at a 100% violation rate and applies all heightened damages
25 and penalties contemplated by the Labor Code, but the Court is authorized to exercise discretion to
26 assess civil penalties and may award a lesser amount than the maximum civil penalty amount if,
27 based on the facts and circumstances of the particular case, to do otherwise would result in an award

1 that is unjust, arbitrary and oppressive, or confiscatory. See Labor Code § 2699(e). Defendant
2 contends that rather than stacking, the maximum PAGA penalties the court would award, if any,
3 would be \$100 per pay period per employee (total). See e.g., *Singh v. Roadrunner Intermodal Servs.*
4 (E.D. Cal. Jan. 24, 2019) 2019 WL 316814, at *6 (noting that while stacked penalties would total
5 more than \$14 million, finding settlement of \$100,000 was appropriate). Defendant also, of course,
6 contends that it complied with its legal requirements under the Labor Code such that there is no
7 underlying liability, and thus no basis to award PAGA penalties. See *Price v. Starbucks Corp.* (2011)
8 192 Cal.App.4th 1136, 1147 (“Because the underlying causes of action fail, the derivative . . . PAGA
9 claim[] also fail[s].”). Defendant also maintains that, given its good faith defenses, this Court would
10 exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable
11 for any of Plaintiffs’ claims. See Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit Mgmt., Inc.*
12 (2012) 203 Cal.App.4th 1112, 1135 (affirming reduction of PAGA penalties); *Fleming v. Covidien*
13 *Inc.* (C.D. Cal. 2011) Case No. ED CV10-01487 RGK (OPx), 2011 WL 7563047, at *4 (reducing
14 PAGA penalties from \$2.8 million to \$500,000); *Ghrdilyan v. RJ Financial, et al.*, (Los Angeles
15 Superior Court, BC 430633, April 23, 2012) (reducing the PAGA penalty by 94%). Therefore,
16 Plaintiffs discounted the maximum exposure figure by removing stacking of penalties and further
17 discounting by 80% for a risk of being unsuccessful on the merits, and an additional 80% to account
18 for the possibility of this Court reducing penalties.

19 Using the estimated figures for each of the claims described above, Class Counsel
20 predicted the realistic total recovery for the Class members would be approximately
21 \$779,591.42 on the class claims. The proposed settlement of \$775,000.00 represents
22 approximately 99.4% of the reasonably forecasted recovery for Class Members. Class Counsel
23 considers this to be an excellent settlement for class members, when taking into account all issues
24 and risks related to liability and class certification, and also considering the case law regarding fair,
25 reasonable, and adequate settlements. *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117,
26 111139 [“Compromise is inherent and necessary in the settlement process... even if the relief afforded
27 by the proposed settlement is substantially narrower than it would be if the suits were to be

1 successfully litigated, this is no bar to a class settlement because the public interest may indeed be
2 served by a voluntary settlement in which each side gives ground in the interest in avoiding
3 litigation."]; *Officers for Justice v. Civil Service Comm'n* (9th 1982) 688 F.2d 615,628 ["It is
4 well-settled law that a cash settlement amounting to only a fraction of the potential recovery does
5 not. .. render the settlement inadequate or unfair."].

6 **3. The Requested Service Award to Plaintiffs Are Reasonable and**
Routinely Awarded

7 Davina Bhullar seeks \$10,000.00 and Domingo Murchison seeks \$15,000.00 in the light of
8 his commitment as Class Representative since 2021. Each Class Representative is entitled to an
9 enhancement award for their services as a class representative. Defendant does not oppose the
10 requested service award to the Plaintiffs. Mirzayan Decl., ¶ 23. The typical service award in
11 wage and hour class actions ranges from approximately \$10,000 to \$40,000, although some
12 awards are higher.

13 Courts have long acknowledged that active litigants are entitled to be compensated for
14 bearing the risk and time to represent others. *Bell v Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715,
15 725 (upholding enhancement award to named plaintiffs of their efforts in bringing class case).

16 The Service Awards sought here is justified by the Class Representatives' level of
17 participation in this lawsuit. Class Representatives assisted in the investigation, gathered wage
18 information for themselves, contacted witnesses regarding class claims, and helped analyze
19 documents, and were very valuable participants in the strategy for and success of the action.
20 Plaintiffs risked intrusive discovery and the payment of employer costs. In short, Class
21 Representatives were active and motivated and risked quite a bit for the benefit of their fellow
22 employees. As such, the requested Service Award to each of the two Class Representatives is fair
23 and reasonable in light of the circumstances.

24 **4. The Proposed Class Counsel' Fees and Costs Are Reasonable and**
Routinely Awarded

25 Class Counsel seeks an attorneys' fees award of \$310,000.00, (40%) which will be paid from
26 the Common Settlement Fund. Class Counsel also seeks Litigation Expenses as supported by the
27 invoices submitted. Mirzayan Decl., ¶ 24.

1 **a. Class Counsel Fees Based On 40% of the Common Settlement**
2 **Fund Is Reasonable.**

3 The requested fee falls well within the historical range of attorney's fee awards under the
4 common fund theory, which is generally from 20% to 50%. The requested fee is fair compensation
5 for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis.
6 This case was litigated, investigated, and extensive research, and negotiation was conducted purely
7 on contingency basis. *Id.*, at ¶ 24.

8 Both California and federal courts have recognized that an appropriate method for awarding
9 attorney's fees in class actions is to award a percentage of the "common fund" created as a result of
10 the settlement. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254 (recognizing both
11 the "percentage of recovery" and "lodestar/ multiplier" methods); *Vincent v. Hughes Air West, Inc.*
(9th Cir. 1977) 557 F.2d 759, 769.

12 The purpose of the common fund/percentage approach is to "spread litigation costs
13 proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
14 burden alone." *Vincent*, supra, 557 F.2d at 769. In *Quinn v. State of California* (1995) 15 Cal.3d
15 1611162, at 167, the California Supreme Court stated: "[O]ne who expends attorneys' fees in winning
16 a suit which creates a fund from which others derive benefits may require those passive beneficiaries
17 to bear a fair share of the litigation costs." Similarly, in *City and County of San Francisco v. Sweet*
18 (1995) 12 Cal.4th 105, 110, the California Supreme Court recognized that the common fund doctrine
19 has been applied "consistently in California when an action brought by one party creates a fund in
20 which other persons are entitled to share." The reasons for applying the common fund doctrine
21 include: " ... fairness to the successful litigant, who might otherwise receive no benefit because his
22 recovery might be consumed by the expenses; correlative prevention of an unfair advantage to the
23 others who are entitled to share in the fund and who should bear their share of the burden of its
24 recovery; encouragement of the attorney for the successful litigant, who will be more willing to
25 undertake and diligently prosecute proper litigation for the protection or recovery of the fund if he is
26 assured that he will be properly and directly compensated should his efforts be successful." *Id.*

27 The percentage approach is preferable to the lodestar because: (1) it aligns the interests of
28

1 class counsel and absent class members; (2) it encourages efficient resolution of the litigation by
2 providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demands on judicial
3 resources. *Id.* at 1378-79. The Ninth Circuit now routinely uses the percentage of the common fund
4 approach to determine the award of attorney's fees. (E.g., *In re Pacific Enterprises Securities*
5 *City and County of San Francisco Litigation* (9th Cir. 1994) 47 F.3d 373, 378-79 (approving
6 attorney's fee of 33 1/3%).

7 Plaintiffs' counsel's request for fees of approximately 40% of the Gross Settlement Amount
8 is within the range of reasonableness. Historically, courts have awarded percentage fees in the range
9 of 20% to 50%, depending on the circumstances of the case. *Newberg on Class Actions*, supra,
10 §14.03; *In re Activision Securities Litigation* (N.D. Cal. 1989) 723 F. Supp. 1373, 1378.)

11 According to *Newberg on Class Actions*: "No general rule can be articulated on what is a
12 reasonable percentage of a common fund. Usually 50% of the fund is the upper limit on a
13 reasonable fee award from a common fund in order to assure that the fees do not consume a
14 disproportionate part of the recovery obtained for the class, although somewhat larger
15 percentages are not unprecedented." *Newberg on Class Actions*, §14.03.

16 Class Counsel have borne, and continue to bear, the entire risk and cost of litigation
17 associated with this class action on a pure contingency basis. Mirzayan Decl., ¶ 25.

18 Based on past experience in wage and hour class action litigation, it is safe to state that
19 Class Counsel is very likely to be called upon, after the Notice Packet has been sent, to expend
20 substantial amounts of additional time to help Class Members understand the terms of the
21 proposed settlement, and to assist Class Members in the preparation and documentation of their
22 claims. It is also likely that, even after final approval of the settlement has been granted, Class
23 Counsel will be called upon to expend additional amounts of time in the presentation and resolution
24 of contests and disputes relating to Class Members' claims under the terms of the proposed
25 settlement, as to the amounts of individual claims and perhaps other individual issues.

26 The Court should preliminarily approve the requested attorneys' fees and costs, which are
27 justified by the outstanding results achieved, the complexity of the issues, the difficulty of the

case, and the great risk undertaken by Class Counsel. The requested attorneys' fees will not be opposed by Defendant and are well within established guidelines.

5. **The Proposed Class Notice is Adequate and Includes All Required Components**

Attached to the Agreement as Exhibit "A" is the proposed Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval ("Class Notice") to be distributed to the class members. Mirzayan Decl., ¶ 26. A notice of settlement of a class action "must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." California *Rules of Court* 3.769(f).

Under Cal. Rules of Court, Rule 3.766(d) the notice must include the following: (1) A brief explanation of the case, including the basic contentions or denials of the parties; (2) A statement that the court will exclude the member from the class if the member so requests by a specified date; (3) A procedure for the member to follow in requesting exclusion from the class; (4) A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and (5) A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel. The court has broad discretion in deciding whether to approve the proposed class notice. *Wershba*, 91 Cal.App.4th at 252.

Here, the Class Notice was based on the Model Class Notice prepared by the Los Angeles County Superior Court and it contains all the required components. Specifically, it includes: (1) the definition of the Class, (2) a description of the substantive issues and proceedings to date; (3) a neutral description of the Settlement; (4) the amounts of Class Counsel Fees and Litigation Expenses; (5) information regarding the right to opt out of the Settlement, the procedure for doing so and the date by which such action must be taken; (6) information regarding the right to challenge one's number of work weeks, the procedure for doing so and the date by which such action must be taken; (7) information regarding the right to exclude oneself from the Settlement, the procedure for doing so and the date by which such action must be taken; (8) information regarding the right to file an objection regarding the Settlement, the procedure for doing so and the date by which such action

1 must be taken; (9) the consequences of remaining a member of the Settlement Class, including the
2 fact that one will be bound by the judgment; (10) the date, time and place of the final approval
3 hearing; (11) the identity of the Class Representatives; and (12) the identity and contact information
4 of Class Counsel and the Administrator. Mirzayan Decl., ¶ 27.

5 Further, the method of notice, is more than adequate, in that the Class Notice will be mailed
6 to Class Members at their last known address and there are procedures in place to make reasonable
7 efforts to locate Class Members who no longer live at their last known address. Mirzayan Decl., ¶
8 28.

9 The parties have agreed to use Simpluris, an experienced settlement administrator, to
10 administer the settlement. The Administration Expenses will be paid out of the Gross Settlement
11 Amount. A true and correct copy of the Administration Expenses submitted by Simpluris is attached
12 as **Exhibit "5"** to Mirzayan Decl., ¶ 29. It is requested that the Court appoint Simpluris, to serve as
13 the Administrator.

14 Plaintiffs respectfully request that this Court approve the above-referenced documents and
15 dissemination of the Class Notice to the Class Members, consistent with the manner and timing as
16 set forth in the Agreement.

17 **C. The Proposed Class Meets the Requirements for Provisional Certification**

18 In California, there are two certification prerequisites: (1) the existence of an "ascertainable
19 class," and (2) "a well-defined community of interest in the questions of law and fact involved
20 affecting the parties to be represented." *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 704, 811
21 (citation omitted). In addition, as set forth above, California courts utilize the procedures
22 prescribed by the Federal Rules of Civil Procedure in class actions filed in California. *Schneider v.*
23 *Vem1ard* (1986) 183 Cal.App.3d 1340, 1345-46; *Daar*, 67 Cal.2d at 695; *Vasquez v. Sup. Ct.* (1971)
24 4 Cal.3d 800. *California Civil Code* § 1781(b) provides:

25 The court shall permit the suit to be maintained on behalf of all
26 members to the represented class if all of the following conditions
27 exist: (1) It is impracticable to bring all members of the class before
28 the court. (2) The questions of law or fact common to the class are
substantially similar and predominate over the questions affecting
the individual members. (3) The claims or defenses of the
representative plaintiffs are typical of the claims or defenses of the

class. (4) The representative plaintiffs will fairly and adequately protect the interests of the class.

Each of the criteria for class certification is clearly satisfied herein.

1. Numerosity – California law requires the class to be so numerous that utilization of the class action procedure will inure to the benefit of the judicial system. *Richmond v. Dart Indust., Inc.*, (1981) 29 Cal. 3d 462, 470. Defendant identified potential class members from its time and payroll records and upon final preliminary approval has agreed to provide the class list to Simpluris. Defendant identified approximately 10,700 Class Members in this Action. This number exceeds the minimum number of individuals required to meet the numerosity requirement. *See Gay v. Waiters' & Dairy Lunchmen's Union* (N.D. Cal. 1980) 489 F.Supp. 282, *aff'd* (9th Cir. 1982) 694 F.2d 531; *Hebbard v. Calgrove* (1972) 28 Cal.App.3d 1017, 1030 (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable).

2. Commonality – California law also requires that “questions of law or fact common to the class [be] substantially similar and predominate over the questions affecting the individual members.” Common issues predominate when they would be “the principle issues in any individual action, both in terms of time to be expended in their proof and of their importance.” *Vasquez* 4 Cal.3d at 810. Common questions need only be “sufficiently pervasive to permit adjudication in a class action rather in a multiplicity of suits.” *Id.* Commonality is easily satisfied if there is one issue common to the class members. *Hanlon v. Chrysler Crop.* (9th Cir. 1988) 150 F.3d 1011, 1019.

Here, as a result of the common and uniform policies and practices that applied to all Settlement Class members common issues, their claims involve common questions of law and fact, including, but not limited to: (i) Defendant’s failure to pay all regular wages, sick pay wages, minimum wages, overtime wages due, vacation wages, gratuities, and liquidated damages in violation of Labor Code sections 227.3, 233, 246, 246.5, 351, 510, 1182.12, 1194, 1197, 1197.1, and 1198; (ii) failure to provide legally compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7, 512; (iii) failure to authorize and permit legally compliant rest breaks or compensation in lieu thereof in violation of Labor Code section 226.7); (iv) failure to provide complete, accurate wage statements in violation of Labor Code Sections 226(a), 1174(d),

246(i); (v) failure to pay wages timely at time of termination or resignation in violation Labor Code Sections 201-203; (vi) failure to pay all wages timely during employment in violation of Labor Code sections 201.3, 204 *et seq.*, 210; and (vii) failure to reimburse necessary business expenses in violation of Labor Code section 2802. Because there are common issues, this requirement is satisfied for purposes of settlement.

3. Typicality - Typicality requires only that the named plaintiffs' interests in the action be significantly similar to those of other class members. *Richmond* 29 Cal.3d at 47-75. A representative plaintiffs' claims are typical if they arise from the same event, practice, or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theories. *Miller v. Woods* (1983) 16 Cal.App.3d 862, 874. Indeed, when the same underlying conduct affects the named plaintiffs and the class sought to be represented, the typicality requirement is met irrespective of any varying fact patterns that may underlie individual claims. *Daniels v. Centennial Group, Inc.* (1993) 16 Cal.App.4th 467,473 - named plaintiffs interests must only be significantly similar to other class members.

In this case, the Plaintiffs' claims are precisely the same as those of the class they seek to represent: like other members of the Class, they were employed by Defendant during the relevant time period, performed similar duties for Defendant, and Defendant's policies and practices were uniformly applied to their employees and therefore Plaintiffs and the Settlement Class. As the court in *B.W.I. Custom Kitchen v. Owens-Illinois Inc.* (1987) 191 Cal.App.3d 1341, explained:

[I]t has never been the law in California that the class representative must have **identical** interests with the class members. The only requirements are that common questions of law and fact **predominate** and that the class representative be **similarly** situated. *Id.* at 1347 (citation omitted, emphasis in original).

Accordingly, Plaintiffs' claims are typical of those of the Class Members.

4. Adequacy of Representation - To maintain a class action, the representative plaintiffs must adequately protect the interests of the class. California *Civil Code* § 1781(b)(4). Adequacy of representation consists of two components. First, there must be no disabling conflicts of interest between the class representatives and the class. Second, the class representatives must be represented

1 by counsel who are competent and experienced in the kind of litigation to be undertaken. *McGhee*
2 *v. Bank of Am.* (1976) 60 Cal.App.3d 442, 450.

3 **1. No Disabling Conflict of Interest Exist Between the Class**
4 **Representatives and the Class**

5 No conflicts, disabling or otherwise, exist between the Class Representatives and Class
6 Members because Plaintiffs allegedly they have been damaged by the same conduct and have
7 the incentive to fairly represent all Class Members' claims to achieve the maximum possible
8 recovery. Indeed, the Class Representatives stand in the same shoes as the Class Members with
9 the same incentive to maximize the overall recovery. *See Richmond* 29 Cal.3d at 473; *Harrison*
10 *v. Bd. of Supervisors* (1975) 44 Cal.App.3d 852, 863. Under the Agreement, Plaintiffs and the
11 Participating Settlement Class Members will receive a pro rata share of the settlement based on
12 the number of workweeks they worked for Defendant. *See Exhibit "1"*. Finally, any settlement
13 class member who wishes to opt-out of the settlement may do so, and he or she may also dispute
14 the number of workweeks stated in the Notice of Settlement. *See Exhibit "1" "A"*.

15 **2. Class Counsel Is an Experienced Class Action Attorney**

16 Class Counsel is an experienced class action attorney who has been appointed as class counsel
17 in numerous cases alleging similar claims. *Mirzayan Decl.*, ¶ 30. Class Counsel conducted an in-
18 depth review of Legends' policies, timekeeping and payroll records, and drew on their extensive
19 experience in similar cases to assess the strengths and weaknesses of Plaintiffs' case. *Mirzayan*
20 *Decl.*, ¶ 31. The Settlement was also reached with the assistance of an experienced and respected
21 wage and hour class action mediator. *Id.*, at ¶ 32. This factor strongly supports preliminary approval
22 of the Settlement. *See Kullar, supra*, 168 Cal.App.4th at 130.

23 **D. The Court Should Set a Final Approval Hearing**

24 Pursuant to the Agreement, Plaintiffs request that a Fairness and Final Approval Hearing be
25 scheduled for approximately 120 days following the Court's granting of preliminary approval of the
26 class settlement. *See California Rule of Court 3.769.*

27 **IV. CONCLUSION**

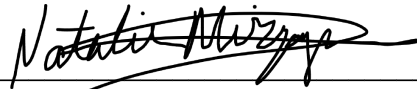
28 The proposed Class Settlement is fair, adequate, and reasonable. It will result in
substantial payments to Class Members; it is non-collusive; and it was achieved as the result of

1 informed, extensive, and arms' length negotiations conducted by counsel for respective parties
2 who are experienced in wage and hour class action litigation. For the foregoing reasons,
3 Plaintiffs respectfully request that the Court grant preliminary approval of the proposed
4 settlement, sign the proposed Order, approve and authorize mailing of the proposed Notice
5 Packet submitted herewith, and set a date for final approval hearing.

6
7 *Respectfully Submitted,*

8
9 Dated: May 23, 2025

MIRZAYAN LAW, APLC

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12 Natalie Mirzayan
13 Attorney for Plaintiffs and the Putative Class
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Exhibit C



Moss Bollinger
LLP

DENNIS F. MOSS

310.982.2984/fax: 818.963.5954
dennis@mossbollinger.com

September 29, 2022

VIA PAGA ONLINE FILING

Secretary Natalie Palugyai
Labor & Workforce Development Agency
PAGA ADMINISTRATOR
1515 Clay Street, Ste. 801
Oakland, California 94612

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Legends Hospitality LLC
c/o Agent for service of Process
CSC-Lawyers Incorporation Service
2710 Gateway Oaks Dr. suite 150n
Sacramento, CA 95833

Re: Notice pursuant to Labor Code Section 2699.3
Labor Code Private Attorneys General Act ("PAGA")

Employer: Legends Hospitality LLC

Employee: Scott Shuster, on behalf of himself and on behalf of all current and former intermittently employed employees of Legends Hospitality, LLC ("Legends" or "Defendant") who:

1. Have been subject to layoffs and were not paid immediately upon layoff at other than baseball stadiums (Labor Code § 201.8) or concert venues (if there are any operated by Legends) where employees are enrolled in and routinely dispatched to employment through a hiring hall or other system of short-term employment established in accordance with a bona fide collective bargaining agreement that establishes the time limits for payment of wages to an employee who is discharged or laid off. (Labor Code § 201.9);

2. Have been required to use their personal phones and/or their personal computers in connection with communications from and to Legends arising from their employment;
3. Have not been provided with seating in reasonable proximity to their work areas when they are not engaged in the active duties of their employment (e.g., during paid rest breaks) for use when the seats do not interfere with the performance of their duties;
4. Have not received all gratuities left for them by patrons on credit cards on the payday following the date the unpaid gratuities have been left for them; and
5. Have not been provided two ten-minute rest breaks during each four hours of work or major fraction thereof on shifts that have lasted more than 6 hours.

Dear Secretary Palugyai:

Pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (“PAGA”), representative employee Scott Shuster (“Plaintiff”), on behalf of himself and all other similarly situated non-exempt employees who have worked in food and drink services at events in California venues operated by Legends Hospitality, LLC, alleges that Defendant violated the California Labor Code throughout the time Plaintiff worked for Defendant and within the one year prior to the mailing of this letter.

RELEVANT FACTS

During the relevant one year period before the date Plaintiff submitted this letter to the Labor & Workforce Development Agency (“LWDA”), Plaintiff worked for Defendant as a bartender primarily assigned to work at the Banc of California Stadium in Los Angeles, California. During that period he also occasionally worked for Defendant as a bartender at SoFi Stadium, YouTube Theatre, and the Los Angeles Coliseum in Los Angeles County, California, and at Angel Stadium in Anaheim California. He has worked for Legends since 2018.

Facts related to Labor Code §§ 201 and 203 Layoff Claims

Legends provides food and drink services at stadium, amphitheatre, arena and other venues throughout Northern and Southern California. A large complement of Legends employees work strictly on event dates at the scheduled events. They are intermittent employees, essentially day laborers working on days when there are stadium, amphitheatre or arena events, and not working on days when the venues where they work are “dark.” At the conclusion of events, at times, they are laid off for several weeks, if not longer, until they are returned to work for another assignment.

During the year prior to the sending of this letter, when assignments were concluded and employees were laid off without new assignments scheduled for a week, weeks or longer, Legends did not pay wages owed immediately at the time of layoff, but rather waited for the next regular payday, typically at least one week in arrears. In Plaintiff's case, when working events at Banc of California Stadium, Plaintiff's workweeks ran from Wednesday to Tuesday. He was paid wages earned during a workweek one week after the workweek ended irrespective of whether he had experienced a layoff and had no assignments scheduled for a week or more.

Facts related to Labor Code § 2802 Claims

During the year prior to the sending of this letter, Plaintiff and other employees he worked with needed personal cell phones and/or personal computers to work for Legends. Legends assigned them to work events by communicating via text, phone calls, and emails. Plaintiff and others he worked with communicated their availability for and acceptance of assignments by phone, text or email. Legends communicated changes in schedule and cancellations of assignments via texts and emails. The collective bargaining agreement between Legends and the union that represents the Banc of California Stadium bargaining unit that includes Plaintiff and his coworkers expressly contemplates communications by Legends to its intermittently employed workforce by telephone and email.

Additionally, Plaintiff and others he works with use their personal cell phones out of necessity during events to contact supervisors and others when supplies at their assigned stations are needed. Legends does not provide communication devices for these purposes.

Legends does not provide phones or computers to the intermittently employed workers nor reimburses them for the costs they incur on account of their use of such devices.

Given the nature of the workforces at Legends' other venues in California, workforces that would not necessarily frequent the venues where they work on other than event days, Legends' needs to make assignments, have assignments accepted and confirmed, and to make adjustments to assignments at those venues, Plaintiff is informed and believes and thereon alleges, that the intermittently employed workers at Legends' other venues in California are similarly required to use their personal phones and personal computers, and are similarly not reimbursed for their expenses in doing so.

Facts related to Seating Claim

During the year prior to the mailing of this letter, when serving customers and preparing food or beverages, Plaintiff and other intermittent employees who work events at some Legends venues must stand to perform their work tasks. When there are lulls in their work, or when at times they

can take breaks, there are frequently no seats in reasonable proximity to where they work available for them to use.

Facts related to Gratuity Claim

During the year prior to the mailing of this letter, patrons of Legends venues have been permitted to leave gratuities by credit card for employees, including Plaintiff. At times during the last year, Legends did not pay the tipped employees all the gratuities that patrons paid through credit card transactions on the next regular pay day following a pay period in which patrons have left gratuities for employees through credit card transactions.

Facts related to Rest Break Claim

During the year prior to the mailing of this letter, the collective bargaining agreement that covers the employment of Plaintiff and others employed by Legends to work at the Banc of California Stadium provided that all eight-hour employees shall be given two ten minute paid breaks, and all six hour employees shall receive one 15-minute break. Frequently, Plaintiff and his colleagues work more than six hours and less than eight hours and are not given a second paid rest break. The collective bargaining agreement contemplates that a category of employee called “stand lead” will advise employees as to when to take their breaks. During the year prior to the sending of this letter, employees with authority over Plaintiff and others regularly failed to direct them as to when to take breaks and, as a consequence, breaks were frequently not provided.

PLAINTIFF’S CLAIMS

Failure to Immediately Pay Laid Off Employees

Defendant was the employer of Plaintiff within the meaning of Labor Code § 201. Labor Code § 201 requires immediate payment of final wages to employees upon *discharge*. Given the text of Labor Code § 201 with its exception for *layoffs* in certain industries, the *layoff* exceptions in other industries memorialized in Labor Code §§ 201.5, 201.7, 201.8, 201.9, the DLSE's long held view regarding Labor Code § 201 that requires immediate payment upon layoff: (“3.2.2 Layoff. If an employee is laid off without a specific return date within the normal pay period, the wages earned up to and including the lay off date are due and payable in accordance with Section 201. (*Campos v. EDD* (1982) 132 Cal.App.3d 961; 183 Cal.Rptr. 637; see also O.L.1993.05.04 and O.L. 1996.05.30). If there is a return date within the pay period and the employee is scheduled to return to work, the wages may be paid at the next regular pay day),” the settled meaning of the term “layoff,” and the reasoning of the California Supreme Court in *Smith v. Superior Court (L'Oreal)* (2006) 39 Cal. 4th 77, during the year prior to the mailing of this letter, Plaintiff and other persons intermittently employed by Legends experienced discharges in the form of layoffs and should have been paid immediately when laid off. Such immediate payment

as required by Labor Code § 201 was not forthcoming, and Defendant did not pay waiting time penalties pursuant to Labor Code § 203.

As Defendant failed to timely pay final wages upon each discharge as required by Labor Code § 201, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation. Further, as Defendant failed to pay waiting time penalties for each such violation as required by Labor Code § 203, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

Failure to Reimburse Business Expenses

Pursuant to California Labor Code Section 2802:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...

As set forth above, during the one-year period preceding the date of this letter, Plaintiff and other intermittently employed Legends employees were required to use their personal cell phones and personal computers in direct consequence of the discharge of their duties. Defendant did not reimburse Plaintiff and other similarly situated employees for any portion of the expense Plaintiff and other similarly situated employees incurred for the use of their personal cell phones and personal computers that were used for the benefit of Defendant's business-related activities.

As Defendant failed to reimburse Plaintiff and other similarly situated employees for business expenses they incurred, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

Violation of the IWC Wage Order 5's Suitable Seating Requirements

As set forth above, Plaintiff contends that, during the one year period preceding this letter, at times, aggrieved employees of Legends such as him, who are required to stand while providing services to patrons, are not provided with suitable seating within reasonable proximity of where they work for use by them when they are on paid breaks or when there are lulls in the work they perform while standing.

Section 14 of the applicable Industrial Welfare Commission's Wage Orders, including Wage Order 5, provide in relevant part:

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall

be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Legends' violations of Section 14 of the applicable Wage Orders constitute a violation of Labor Code Section 1198, which prohibits employment under conditions of labor that violate the IWC Wage Orders.

As Defendant failed to provide suitable seating to Plaintiff and those similarly situated employees in compliance with Section 14 of the applicable Wage Orders, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

Violation of Labor Code § 351

Pursuant to California Labor Code Section 351, on the payday following a pay period in which patrons paid gratuities to Legends' employees in a credit card transaction, Legends was required to pay the gratuities to the tipped employees. As set forth above, during the year prior to the sending of this letter, at times, Legends has failed to timely pay all such gratuities to their intended recipients, including Plaintiff and other similarly situated employees.

As Defendant violated Section 351, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

Failure to Make Available Rest Periods

California law requires that employers must authorize and permit non-exempt employees to take a paid rest period that must, insofar as practicable, be taken in the middle of each work period. The rest period is based on the total hours worked daily and must be at the minimum rate of a net ten consecutive minutes for each four-hour work period, or major fraction thereof. In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. *Id.* at 1029

During the year prior to the sending of this letter, Defendant did not inform Plaintiff and similarly situated intermittent employees of their rights under California law to second rest periods when they work more than 6 hours but less than 8 hours. Further, Defendant had a practice of not allowing employees to take rest breaks without someone in authority directing them to take a break. During the year preceding the mailing of this letter, Plaintiff and other intermittently employed employees were consistently not provided with the necessary direction regarding rest breaks. When these violations occurred, Defendant did not pay rest period

premium wages, as required by California Labor Code sections 512, 226.7 and Section 12 of the applicable Wage Orders, including Wage Order 5-2001.

As Defendant failed to provide all rest periods required by California law and did not pay the required break premiums when such violations occurred, Defendant is liable for penalties of \$100 per pay period for the first violation within the statutory period, and \$200 per pay period for each additional violation.

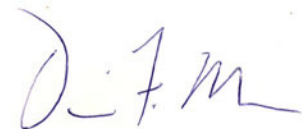
Civil Penalties

At all times relevant to this action, Plaintiff and other employees who were subject to the above violations of their rights were “aggrieved employees” within the meaning of Labor Code Section 2699. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

As a result of the foregoing, Defendant is liable for civil penalties as provided for by California law. Consequently, Plaintiff and all other similarly employed persons who worked for Defendant in California are entitled to recover all penalties permitted by the Labor Code and penalties provided for under California law, including but not limited to Labor Code § 2698 *et seq.*

Plaintiff requests the agency to investigate the above allegations and provide notice of the investigation and findings pursuant to PAGA’s provisions. Alternatively, Plaintiff requests that the agency inform him if it does not intend to investigate these violations so that he may file a lawsuit with respect to the allegations discussed in this letter, to the extent Defendant does not cure those violations that are curable under PAGA. Thank you for your immediate attention to this matter. If you have any questions, please do not hesitate to contact me at (310) 982-2984.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. F. Moss".

Dennis F. Moss

MOSS BOLLINGER, LLP

Exhibit D

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

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WRITERS EXT:

1004

October 19, 2023

CA3047

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Legends Hospitality, LLC
Certified Mail #9589071052700182377072
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Legends Hospitality, LLC in California, including any employees staffed with Legends Hospitality, LLC by a third party, and classified as non-exempt employees during the time period of October 19, 2022 until a date as determined by the Court. Our offices represent Plaintiff Trinity Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Legends Hospitality, LLC (“Defendant”). Plaintiff was employed by Defendant in California from May 2021 to July 18, 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and

Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.