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

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

**SUPPLEMENTAL 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**

**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 Supplemental Declaration on behalf of the Plaintiffs in  
6 support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and for  
7 Provisional Class Certification for Settlement Purposes Only to comply with the Court’s  
8 November 4, 2025 Minute Order (“Order”). I am familiar with the files, pleadings, and facts in  
9 this case and could and would competently testify to the following facts on the basis of my personal  
10 knowledge.  
11

12 2. A true and correct copy of the Court’s November 4, 2025 Minute Order (“Order”) is attached  
13 hereto as **Exhibit “1”**.

14 3. The Parties have revised the Joint Stipulation Regarding Class Action and PAGA Settlement  
15 and Release (“Agreement”) and the Class Notice (“Notice”), true and correct copies are attached  
16 hereto as **Exhibits “2-3”** respectively. Class Counsel will provide the Court with Legends’ signature  
17 page as soon as defense counsel obtains the same.  
18

19 4. The redlined version of the Agreement and the Notice tracking edits from the originals are  
20 attached as **Exhibits “4-5”** respectively.

21 5. The disposition of Legends’ PMK was noticed twice. Legends served objections to both.  
22 Plaintiff compelled the deposition of the PMK. The Court granted Plaintiff’s motion compelling the  
23 appearance of Legends PMK along with the documents responsive to Plaintiff’s PMK deposition  
24 notice at a mutually agreeable date. Due to settlement discussions, and the Parties’ agreement to an  
25 informal discovery stay while exchanging meaningful information to attend mediation, which  
26 resulted in the settlement, Plaintiff ended up not taking the deposition of Legends’ PMK.  
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1 6. However, through formal and informal discovery, Defendant and Defendant's counsel  
2 provided Class Counsel with information regarding Plaintiffs' staffing and/or employment with  
3 Defendant, information regarding Class Members and Tip Class Members, a random sampling of  
4 Class Members and Tip Class Members' time and payroll data, a Temporary Staffing Services  
5 Agreement it had with MVP Event Productions, LLC, written policies, collective bargaining  
6 agreements, relevant portions of Defendant's employee handbook, season schedules, return to work  
7 forms, emails sent to Class Members and Aggrieved Employees, scheduling paperwork, physical  
8 schedules posted on-site at each event, documents regarding a one-time tip issue, links to websites  
9 with events, venue maps, sample job descriptions, statistics, and additional information and other  
10 documents at mediation. As a result, Plaintiffs obtained sufficient documents and information to  
11 sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the  
12 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,  
13 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

14  
15 7. Yes, Plaintiffs' counsel interviewed Legends' employees to investigate and value the claims  
16 alleged.

17  
18 8. The Supplemental Declaration of Natalie Mirzayan, filed concurrently herewith, attaches a  
19 copy of the retained expert's professional CV as **Exhibit "6"**.

20 9. The Labor Code Section 2802 claim was explored through informal discovery prior to  
21 mediation and at mediation with the assistance of the Honorable Ann Jones (Ret.), who was a judge  
22 of the Los Angeles Superior Court for 20 years. The parties selected her in large part due to her  
23 tenure as a judge in the Complex Division, which oversaw all wage and hour class actions and hybrid  
24 class/PAGA actions filed in Los Angeles Superior Court. During the negotiations, we discussed the  
25 basis of the claim for failure to reimburse, which is very weak because employees cannot show that  
26 any alleged use of a personal cell phone or other device was a "necessary" expenditure.  
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1 10. The evidence showed that Legends does not have an express policy or practice that requires  
2 employees to own or use a personal cell phone or other device for work-related purposes<sup>1</sup> or to obtain  
3 their scheduled shifts and that *several methods exist for employees to check their schedules,*  
4 *including a website accessible from any internet browser (including but not limited to free access*  
5 *at public libraries) and while on-site (i.e., it is not a viable claim because there are different ways to*  
6 *communicate with Legends). Simply stated, an employee can walk to the office and ask for their*  
7 *schedule. No need for cellphone to communicate.*

8  
9 11. The evidence also shows that Legends policies that expressly state that employees are  
10 prohibited from using their phone while working and that when employees who need to communicate  
11 with others at events are provided radios, and those who don't have a radio, can ask their manager to  
12 communicate.

13 12. The evidence further shows that Legends provides schedules about 7 months in advance.

14 13. The evidence showed that Defendant's written meal and rest break policy was compliant with  
15 California law.

16  
17 14. With respect to lost tips, the evidence shows that on September 18, 2022, FreedomPay, the  
18 company Legends used to process credit card transactions, had a national outage that caused issues  
19 including delays in processing transactions as well as lost transactions. Legends received some data  
20 after the fact regarding tips associated with the delayed transactions and paid such amounts to  
21 employees.

22 15. The evidence showed that Legends provides seats in designated break areas and that  
23 investigation revealed that lulls in work typically do not exist during which **event staff** can sit in  
24 chairs while "not engaged in the active duties of their employment." Rather, bartenders, cooks and  
25 concession stand workers are expected to work while on the clock. When not greeting or serving  
26

27 \_\_\_\_\_  
28 <sup>1</sup> In fact, Legends' policies prohibit the use of personal cell phones while at work.

1 guests, they are expected to ensure that their work area is fully equipped with tools and products  
2 needed for mixing beverages, preparing and serving food, and serving guests as well as keeping the  
3 work area cleaned and organized.

4 16. Except for alleged off-the-clock work, the wages statements appear to meet the requirements  
5 of Labor Code Section 226.

6 17. It cannot be determined with 100% certainty any off-the-clock work for Covid-Screening  
7 and/or security checks. Therefore, the statistical expert *assumed* a 100% violation for 12 minutes  
8 per class member.

9 18. The suitable seating claim is not pled as a separate class claim. The statistical expert estimates  
10 the PAGA penalties to be \$67,276,200 based on \$100 for initial, and \$200 subsequent pay period.

11 19. Plaintiffs hired an expert to calculate *the absolute maximum possible amount of damages*  
12 *and PAGA penalties, if and only if*, Plaintiffs are 100% successful on all of the claims alleged. The  
13 worst-case analysis stacked PAGA penalties, assuming a PAGA penalty could be earned for *each*  
14 *potential* Labor Code violations during each pay period for each employee, and that the initial penalty  
15 for most alleged Labor Code violations would be \$100 per each employee's initial pay period and  
16 \$200 for each subsequent pay period.

17 20. Finally, during the interview conducted by the LWDA with Class Counsel, the LWDA agreed  
18 that reallocating the Gross Settlement Amount ("GSA") to increase the PAGA penalties would not  
19 benefit the Class Members. As such, the allocation of \$40,000.00 to PAGA penalties from the GSA  
20 is reasonable and would maximize the recovery to Participating Class Members.

21 21. Yes, Class Counsel has been appointed as class counsel previously in many cases. In fact,  
22 the settlement reached by Class Counsel has been complemented and acknowledged by other courts.  
23 For example, following a successful appeal of a trial court's order granting defendants' motion to  
24 compel arbitration, Class Counsel reached a settlement with defendants on behalf of a class of  
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1 misclassified employees as exempt, which was recognized and complemented by the Orange County  
2 Superior Court as “excellent results for the class.” Other courts also complemented the results  
3 achieved by class counsel that not only resulted in a reasonable settlement but also as part of Class  
4 Counsel’s settlement, defendants were required to change their policies. A list of cases can be  
5 provided during the Final Approval and Attorneys’ Fees Motion.

6 22. The litigation costs are estimated not to exceed \$50,000.00. Class Counsel will provide an  
7 itemized list of the costs along with the invoices supporting each and every item of costs during the  
8 Final Approval and Attorneys’ Fees Motion.  
9

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

13 I declare under penalty of perjury under the laws of the State of California that the  
14 forgoing is true and correct this 9th day of December 2025 in the state of California.  
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19 Natalie Mirzayan  
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## **EXHIBIT 1**

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF ORANGE  
CIVIL COMPLEX CENTER**

**MINUTE ORDER**

DATE: 11/04/2025

TIME: 10:15:00 AM

DEPT: CX101

JUDICIAL OFFICER PRESIDING: William Claster

CLERK: G. Hernandez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: . None

CASE NO: **30-2021-01234789-CU-OE-CXC** CASE INIT.DATE: 12/06/2021

CASE TITLE: **Murchison vs. MVP Event Productions, LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

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EVENT ID/DOCUMENT ID: 74697378

**EVENT TYPE:** Chambers Work

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**APPEARANCES**

There are no appearances by any party.

Plaintiff's motion for preliminary approval of class action settlement is CONTINUED to December 19, 2025 at 9:00 a.m. in Department CX101 to permit the parties to respond to the following items of concern. Any supplemental briefing shall be filed on or before December 9, 2025. If a revised settlement agreement and/or class notice is submitted, a redline showing all changes, deletions and additions must be submitted as well.

The below items of concern state whether the Court seeks supplemental briefing from Plaintiffs or from the LWDA. The Court *does not* seek supplemental briefing from Shuster or the other plaintiffs in overlapping cases. No replies to the requested supplemental briefing will be permitted.

*As to the Settlement (directed to Plaintiffs):*

1. Other than *Shuster*, *Martinez*, and *Crooks*, are the parties aware of any cases that may be affected by this settlement?

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

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

4. The PAGA period and class period (not tipped class period) are nearly coextensive and contain nearly identical numbers of workweeks and pay periods. Are Legends' pay periods weekly or biweekly?
5. Were any depositions taken in this case?
6. Did counsel interview anyone other than Plaintiffs to value the non-record claims?
7. Counsel states that collective bargaining agreements were turned over. Did the CBAs have any effect on the value of the case? If so, please explain.
8. Please provide a professional CV for the retained expert rather than a website biography.
9. Counsel's declaration adequately explains the parties' theories of liability and defense, but it contains almost no explanation of the evidence supporting those theories apart from the expert's maximum-value calculations. For example, Plaintiffs contend they were forced to go through security and COVID checks while off the clock. Legends says employees were clocked in for such checks. What did the evidence show? This problem recurs throughout the valuation discussion. For each claim to be released, please discuss the evidence supporting each side's view of the case.
10. To the extent a PAGA predicate is not pled as a separate class claim, please provide a full valuation for each predicate.
11. Counsel fails to discuss the reasons for discounting the PAGA claim *at all* in her declaration at ROA 502. She simply sets forth a maximum value of \$592,676,250, with no reasoning for why a PAGA allocation of \$40,000 is appropriate. This is more than a 99.95% *discount* on Plaintiffs' own claimed maximum value. What are the grounds for so steep a discount?
12. Has proposed class counsel been appointed class counsel previously? The declaration mentions no such cases.
13. Please provide an estimate of litigation costs.
14. At final approval, please submit contemporaneously made billing records for attorney's fees and costs. The Court will not be inclined to award an amount of fees and costs greater than the amount stated in the notice.
15. At final approval, please submit billing records for administrative costs. The Court will not be inclined to award administrative costs in an amount greater than the amount stated in the notice.
16. At final approval, Plaintiffs are to provide a declaration addressing the enhancement factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, including the amount of time and effort spent on the litigation.

17. At final approval, the administrator is to provide a high, low, and average for individual settlement payments, along with Plaintiff's individual payout.

*As to the Notice (directed to Plaintiffs):*

1. In section 2, please delete the description of the mediator as "experienced, neutral" and the agreement as "lengthy." This language could suggest the Court endorses the settlement.

2. As with the settlement agreement, please ensure the Class and Tip Class are properly distinguished between throughout.

3. Please include opt-out and workweek dispute forms.

4. Does notice need to be given in any languages other than English or Spanish?

5. If any changes are made to the settlement agreement, please make corresponding changes to the notice.

6. The font size in the actual notice may not be smaller than the font size in the proposed notice provided to the Court.

*Directed to the LWDA:*

1. The LWDA issued a notice of commencement of investigation. Has it decided to take further formal action against Legends, or will its role be limited to objecting to the present settlement?

2. Has the LWDA conducted any analysis or investigation of this matter apart from reviewing the information and evidence provided by Shuster's counsel?

3. Is the LWDA aware of any published authority adopting its theory of the waiting time claim?

4. The LWDA suggests the Court should reject the settlement because Plaintiffs are "weak" PAGA proxies. Is there published authority holding that adequacy of representation—a class action concept—is a factor to be considered in settlement of a PAGA claim?

Court orders clerk to give notice.

## **EXHIBIT 2**

## **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 including Tip Class Member, 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 Tip 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 sixty (60) 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, and/or Aggrieved Employees 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 14, 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 \$50,500.00 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 Participating 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 Participating Class Members and/or Aggrieved Employees 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 Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employees whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employees 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 Participating Class Member and/or Aggrieved Employee 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 Participating Class Member and/or Aggrieved Employee 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, or Aggrieved Employees (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.

6.4 Release by Participating Tip Class Members. All Participating Class Members who are Tip 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 Tip Class Released Claims.

6.5 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(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, and Aggrieved Employees 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, and Aggrieved Employees 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](mailto: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](mailto:Gene.Ryu@klgates.com)  
[Penny.Chen@klgates.com](mailto:Penny.Chen@klgates.com)  
[Alison.Hamer@klgates.com](mailto: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: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Domingo Murchison

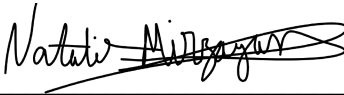
Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Davina Bhullar

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tim Lamoriello  
Defendant Legends Hospitality, LLC

Dated: December 9, 2025

  
\_\_\_\_\_  
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



**EXHIBIT A**

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

**EXHIBIT B**

[ORDER GRANTING PRELIMINARY APPROVAL]

## **EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

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: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Domingo Murchison

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Davina Bhullar

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tim Lamoriello  
Defendant Legends Hospitality, LLC

Dated: December 9, 2025

  
\_\_\_\_\_  
Natalie Mirzayan  
Mirzayan Law APLC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

  
Alison Hamer (Dec 9, 2025 18:41:45 PST)  
\_\_\_\_\_  
Gene Ryu  
Penny Chen Fox  
Alison Hamer  
K&L Gates LLP  
Attorney for Defendant Legends Hospitality, LLC

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: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Domingo Murchison

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Davina Bhullar (Dec 9, 2025 16:43:20 PST)  
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

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: \_\_\_\_\_

  
Domingo Murchison (Dec-9, 2025 19:05:58 PST)

Plaintiff Domingo Murchison

Dated: \_\_\_\_\_

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

## EXHIBIT 3

**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) (“Tip Class Members”), 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 Participating 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 attached to this Notice 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.

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

|                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                                                    | 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).                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Opt-out Deadline is _____.</b>                                  | 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.<br><br>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. |
| <b>Participating Class Members Can Object to the Class Settlement</b><br><br><b>Written Objections Must be Submitted by the Response Deadline _____.</b> | 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. See Section 8 of this Notice.                                                                                                                                                                                                                                                            |
| <b>You Can Participate in the Final Approval Hearing</b>                                                                                                 | 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.<br><br>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                                                                                                                   |
| <b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b>                                                                                 | 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                                                                                                                                                                                                                                                                                                   |

**Written Challenges  
Must be Submitted by  
the Response Deadline  
(\_\_\_\_\_)**

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.

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

**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 a 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 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, and Aggrieved Employees 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 not to exceed \$ 50,000.00. 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 \$324,224.00. 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) multiplying the Net Settlement Amount by 90%, dividing that result by the total number of Workweeks worked by all Participating Class Members during the Class Period, and multiplying the result by each Participating Class Member’s Workweeks; and (b) multiplying the Net Settlement Amount by 10%, dividing that result by the total number of Tip Workweeks worked by all Tip Class Members during the Tip Class Period, and multiplying the result by each Participating Tip Class Member’s Workweeks during the Tip Class Period. “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, and Aggrieved Employees 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 during the Class Period; 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 during the Tip Class Period.

**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 \_\_\_\_\_ [sixty (60) 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. A blank Workweek Dispute Form is attached to this Notice.

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 \_\_\_\_\_** [sixty (60) 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](http://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](http://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](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.

### Request for Exclusion

I, \_\_\_\_\_, request to opt-out of the Class Settlement in *Murchison, et al. v. Legends Hospitality, LLC*, Orange County Superior Court Case No. 30-2021-01234789-CU-OE-CXC.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee ID or Last 4 Digits  
of Social Security Number

\_\_\_\_\_  
Date

## Workweek Dispute Form

The Class Notice states that Defendant's records reflect that I worked \_\_\_\_\_ Workweeks during the Class Period (August 21, 2021 through April 28, 2025). However, I worked \_\_\_\_\_ Workweeks during the Class Period.

Defendant's records reflect that I worked \_\_\_\_\_ Workweeks during the Tip Class Period (December 6, 2017 through April 28, 2025). However, I worked \_\_\_\_\_ Workweeks during the Tip Class Period.

I am enclosing the following documents to support my dispute: \_\_\_\_\_.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee ID or Last 4 Digits  
of Social Security Number

\_\_\_\_\_  
Date

## EXHIBIT 4

## 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 including Tip Class Member, 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 Tip 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)~~sixty (60) 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, and/or Aggrieved Employees 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~~14, 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~~50,500.00 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 Participating 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 Participating Class Members and/or Aggrieved Employees 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 Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employees whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employees 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 Participating Class Member and/or Aggrieved Employee 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 Participating Class Member and/or Aggrieved Employee 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, or Aggrieved Employees (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 by Participating Tip Class Members. All Participating Class Members who are Tip 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 Tip Class Released Claims.

6.4.5 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(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, and Aggrieved Employees 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, and Aggrieved Employees 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~~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](mailto: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](mailto:Gene.Ryu@klgates.com)  
[Penny.Chen@klgates.com](mailto:Penny.Chen@klgates.com)  
[Alison.Hamer@klgates.com](mailto: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: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Domingo Murchison

Dated: \_\_\_\_\_

\_\_\_\_\_  
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



## **EXHIBIT A**

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

## **EXHIBIT B**

[ORDER GRANTING PRELIMINARY APPROVAL]

## **EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

## EXHIBIT 5

**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~~2025) (“Tip Class Members”), 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 Participating 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 [attached to this Notice](#) 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.

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>       | 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).                                                                                                                                                                                                                                                                                                                                          |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  | 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.                                                                                                                                                                                                                          |
| <b>The Opt-out Deadline is _____.</b>                                       | 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.                                                                                                                                                                                                                                                                                                                 |
| <b>Participating Class Members Can Object to the Class Settlement</b>       | 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.                                                                                                                                                                               |
| <b>Written Objections Must be Submitted by the Response Deadline _____.</b> | See Section 8 of this Notice.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>You Can Participate in the Final Approval Hearing</b>                    | <p>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.</p> <p>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</p> |
| <b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b>    | 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                                                                                                                                                                                        |

**Written Challenges  
Must be Submitted by  
the Response Deadline  
( )**

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.

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

**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, and Aggrieved Employees 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: not to exceed \$ 50,000.00. 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 \$\_\_\_\_\_. \$324,224.00. 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 ~~multiplying~~ the Net Settlement Amount by 90%, dividing that result 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; ~~and (b) multiplying the Net Settlement Amount by 10%, dividing that result by the total number of Tip Workweeks worked by all Tip Class Members during the Tip Class Period, and multiplying the result by each Participating Tip Class Member's Workweeks during the Tip Class Period.~~ "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, and Aggrieved Employees 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 during the Class Period; 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 during the Tip Class Period.

**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)~~sixty (60) 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. [A blank Workweek Dispute Form is attached to this Notice.](#)

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)~~**sixty (60)** 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](http://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](http://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](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.

**Request for Exclusion**

I, \_\_\_\_\_, request to opt-out of the Class Settlement in *Murchison, et al. v. Legends Hospitality, LLC*, Orange County Superior Court Case No. 30-2021-01234789-CU-OE-CXC.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee ID or Last 4 Digits  
of Social Security Number

\_\_\_\_\_  
Date

### Workweek Dispute Form

The Class Notice states that Defendant's records reflect that I worked \_\_\_\_\_ Workweeks during the Class Period (August 21, 2021 through April 28, 2025). However, I worked \_\_\_\_\_ Workweeks during the Class Period.

Defendant's records reflect that I worked \_\_\_\_\_ Workweeks during the Tip Class Period (December 6, 2017 through April 28, 2025). However, I worked \_\_\_\_\_ Workweeks during the Tip Class Period.

I am enclosing the following documents to support my dispute: \_\_\_\_\_.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employee ID or Last 4 Digits  
of Social Security Number

\_\_\_\_\_  
Date

## **EXHIBIT 6**

# PHILLIPS, FRACTOR & COMPANY, LLC

ECONOMICS / STATISTICS / FINANCE  
CONSULTING / RESEARCH / TESTIMONY  
A Limited Liability Company

## SEAN C. CHASWORTH

December 2019

### Current Position

Statistical, Database, and Pension Benefits consulting

### Education

B.A. 1991      Mathematics, University of Redlands

1992      University of Redlands  
California Preliminary Single Subject Teaching Credential

### Professional Examinations Passed

Administered by the CFA Institute

-Level I Examination, Passed June 2009

Administered by the American Society of Pension Actuaries

- Administrative and Qualification Issues of Retirement Plans: C-1
- Administrative Issues of Defined Benefit Plans: C-2(DB)
- Administrative Issues of Defined Contribution Plans C-2(DC)
- Met examination requirements for the Qualified Pension Administrator (QPA) designation.

Administered by the Society of Actuaries and the Casualty Actuary Society

- Probability and Statistics (Course 110)
- Calculus and Linear Algebra (Course 100)

Administered by the Joint Board for the Enrollment of Actuaries

- Mathematics of Compound Interest and Life Contingencies (Course 141/EA-1A)

Professional Certification – Microsoft Office User Specialist

3452 East Foothill Blvd. Suite 220  
Pasadena, California 91107-3154  
T: (626) 744-3540 || O: [www.rule26.com](http://www.rule26.com)

# PHILLIPS, FRACTOR & COMPANY, LLC

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## Personal Data

Born in Los Angeles, California

Email address: schasworth@rule26.com

## Experience

- 2003 - present: Consultant and Analyst  
Phillips, Fractor & Company, LLC, Pasadena (formerly Phillips Fractor Gorman)
- 2003 - 2006: Consultant and Analyst  
Findlay, Phillips and Associates
- 1998 - 2003: Actuarial Analyst and Pension Administrator  
Kravitz, Inc., Encino, California
- 1992 - 1997: Teacher, Hillside Junior High School, Simi Valley, California  
Newbury Park High School, Newbury Park, California  
Substitute Teacher for up to seven Ventura County school districts.
- 1995 - 1997: Instructor, Sylvan Learning Center, Thousand Oaks, California
- 1989 - 2005: Private Mathematics Instructor

## Memberships

American Statistical Association

American Association for Public Opinion Research

## Courses Taught

Mathematics: Algebra, Geometry, Trigonometry, Calculus, Matrix Algebra, Statistics

Computer Applications: Microsoft Excel, Microsoft Word

Science: Earth Science, Physics, Chemistry

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## **Awards and Honors**

University of Redlands Mathematics Department - Departmental Excellence Award, 1991  
1987 Los Angeles County Academic Decathlon: County Division Champion, 6 individual subject medals

## **Presentations at Professional Meetings**

### Panelist

"Careers for Math Majors", Mathematical Association of America, March 2000