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and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiff,)

v.)

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

Defendant.)

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

ASSIGNED FOR ALL PURPOSES TO: HON.
WILLIAM CLASTER; Dept.: CX-101

Reservation Number: **74940680**

Date: October 2, 2026

Time: 9:00 a.m.

Dept.: CX-101

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

[Filed Concurrently with Notice of Motion and
Proposed Order]

Complaint Filed: December 6, 2021

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DECLARATION OF NATALIE MIRZAYAN

I, Natalie Mirzayan, declare as follows:

1. I am an attorney at law duly authorized to practice before all courts of the State of California, a shareholder of Mirzayan Law, A Professional Law Corporation, and counsel of record for Plaintiffs Domingo Murchison and Davina Bhullar and the proposed Settlement Class. I am familiar with the files, pleadings, discovery, productions, settlement documents, and facts in this action. Except where I identify information obtained from records produced by Defendant, communications from counsel, the retained expert, or other materials reviewed in the course of this litigation, the matters stated here are within my personal knowledge. If called as a witness, I could and would competently testify to them.

2. I obtained my B.A. in Economics with honors (Cum Laude) from the University of California Los Angeles ("UCLA"), and my Juris Doctorate from California Western School of Law in San Diego, California. Thereafter, I obtained my LL.M. in Taxation from Chapman University School of Law in Orange, California. I have been admitted to the State Bars of California, New York, and New Jersey since 2010. Geographically, I practice in all areas in the State of California including, but not limited to, Los Angeles County, Orange County, San Diego County, and Ventura County. I specialize in civil litigation primarily focusing on labor and employment. Specifically, my firm represents employees in class and representative actions involving disputes arising under the California Labor Code.

3. A true and correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (the "Agreement"), is attached as Exhibit 1.

4. A true and correct copy of Addendum No. 1 to the Agreement (the "Addendum"), is attached as Exhibit 2.

5. The Agreement and Addendum provide for a non-reversionary Gross Settlement Amount of \$815,000, plus Defendant's separate payment of the employer's share of payroll taxes. Among other changes responding to the Court's prior concerns, the Addendum increases the PAGA

1 allocation to \$80,000, narrows the Tip Class Period, allocates 95% of the Net Settlement Amount by
2 Class Workweeks and 5% by Tip Workweeks, narrows the Released PAGA Claims, confirms the
3 conditional FLSA opt-in mechanism, and appoints Apex Class Action Administration subject to a
4 \$32,500 administration-cost cap.

5 6. On December 6, 2021, Plaintiff Domingo Murchison filed the original putative class action
6 complaint against MVP Event Productions, LLC dba MVP Event Staffing and Gregory Fielding. The
7 original complaint asserted claims concerning unpaid wages and overtime, meal periods, rest periods,
8 minimum wages, wage statements, waiting-time penalties, timely payment of wages during
9 employment, conversion, injunctive relief, and unfair business practices.

10 7. On November 22, 2022, Murchison filed a First Amended Complaint that removed the
11 conversion claim and added a claim for civil penalties under the Private Attorneys General Act
12 ("PAGA").

13 8. On April 21, 2023, Murchison filed a Second Amended Complaint adding Legends
14 Hospitality, LLC. On June 26, 2023, he filed a Third Amended Complaint replacing a Doe defendant
15 with Legends Hospitality, LLC.

16 9. The proposed Fourth Amended Complaint adds Davina Bhullar as a Plaintiff and Class
17 Representative and includes factual allegations corresponding to the settlement's scope. A true and
18 correct copy is attached as Exhibit 3.

19 10. Murchison submitted a PAGA notice to the Labor and Workforce Development Agency
20 ("LWDA") on December 3, 2021, amended it on April 11, 2023 to identify Legends as a Doe
21 employer, and, together with Bhullar, submitted the operative amended notice on April 14, 2025. A
22 true and correct copy of the operative notice is attached as Exhibit 4. The LWDA issued a notice of
23 investigation on June 18, 2025. The 120-day investigation period expired on October 16, 2025. The
24 LWDA filed an objection on October 20, 2025, but the record reviewed by Class Counsel identifies
25 no civil enforcement action commenced by the LWDA during that investigation period.

26 11. The related procedural record reviewed in evaluating the settlement included the
27 Hightower action and the Shuster, Martinez, Crook, and Lampkin matters discussed in the renewed
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1 motion. Other than the specifically identified matters, Class Counsel is not aware of another pending
2 action whose claims would be affected by the proposed settlement.

3 12. On July 9, 2025, Plaintiff re-noticed the Motion for Preliminary Approval of a class and
4 PAGA settlement, which had previously been filed and noticed for a different department, and set
5 the hearing for August 1, 2025. That filing appears at ROA No. 526.

6 13. Scott Shuster moved to intervene on July 18, 2025, and Trinity Martinez and Demetrius
7 Crook joined the request. Plaintiffs and Legends opposed. On August 15, 2025, the Court denied
8 mandatory and permissive intervention. The related procedural record also included Hightower and
9 the Shuster, Martinez, Crook, and Lampkin matters discussed in the renewed motion. Other than
10 those specifically identified matters, Class Counsel is not aware of another pending action whose
11 claims would be affected by the proposed settlement. Lampkin is a PAGA-only action filed on
12 February 23, 2026 and overlaps with the PAGA release by approximately two months.

13 14. On July 25, 2025, Plaintiff filed a Supplemental Declaration in Support of the Motion for
14 Preliminary Approval of Class and PAGA Settlement, set for hearing on August 15, 2025. That filing
15 appears at ROA No. 544.

16 15. On July 29, 2025, Shuster filed a Request for Leave to file "Arguments & Evidence" in
17 Opposition to Proposed Settlement under PAGA. That filing appears at ROA No. 552.

18 16. On October 20, 2025, the LWDA filed an objection at ROA No. 621. On October 24,
19 2025, Legends and Plaintiff each filed a response at ROA Nos. 623 and 627. On November 4, 2025,
20 the Court continued the preliminary-approval hearing and requested supplemental briefing from
21 Plaintiff and the LWDA at ROA No. 636.

22 17. On December 9, 2025, the LWDA and Plaintiff submitted supplemental briefing at ROA
23 Nos. 639 and 645-647. On December 19, 2025, the Court denied preliminary approval without
24 prejudice at ROA No. 649 and directed the Parties to appear at a status conference before filing a
25 renewed motion. On February 24, 2026, the Court held the status conference and authorized the
26 Parties to file this renewed motion.

1 18. On May 8, 2026, Shuster submitted a Petition for Coordination after the Los Angeles
2 Superior Court granted permission to file it on April 10, 2026. I reviewed that proceeding as part of
3 the procedural record.

4 19. Through formal and informal discovery, I received and reviewed payroll and timekeeping
5 data; wage statements; written wage-and-hour, timekeeping, cellphone, attendance, and break
6 policies; the employee handbook; collective-bargaining agreements; venue and event schedules;
7 posted paper schedules; meal-period waivers; time-edit authorization forms; tip and transaction
8 records; FreedomPay outage communications; return-to-work records; training records; job
9 descriptions; emails sent to employees; venue maps; employee and pay-period population
10 information; and other produced materials. I received these materials from Defendant's counsel as
11 productions and information supplied in this litigation and relied on them in evaluating the released
12 claims. Defendant's counsel also informed me that all formal and informal discovery provided to
13 Shuster's counsel was provided to Plaintiffs' counsel, except Shuster's personnel file, his private
14 documents, and contact information provided to Shuster's counsel following a Belaire notice.

15 20. Class Counsel interviewed Legends employees in connection with investigating and
16 valuing the asserted claims. The information obtained was evaluated together with the documentary
17 record and was not treated as proof of a uniform practice at every venue or during every shift.

18 21. Plaintiffs retained Phillips, Fractor & Company to analyze payroll and other data
19 produced by Defendant. Sean Chasworth supplied the calculation model used in the analysis. I
20 reviewed the model, its claim-specific populations, penalty rates, formulas, extrapolation factor, and
21 theoretical maximums. A true and correct copy of Sean Chasworth's professional CV is attached as
22 Exhibit 5.

23 22. No deposition was completed in this action. Plaintiffs noticed Legends' person-most-
24 qualified deposition twice; Legends served objections; and Plaintiffs obtained an order compelling
25 the witness and responsive documents to appear at a mutually agreeable time. During settlement
26 discussions, the parties agreed to an informal discovery stay while exchanging information for
27 mediation, and the deposition did not proceed before settlement.

1 23. Based on the formal and informal discovery, the produced records, the expert analysis,
2 the employee information obtained during the investigation, the applicable collective-bargaining
3 agreements, and the parties' respective factual and legal positions, I concluded that Class Counsel
4 possessed sufficient information to evaluate liability, certification risk, damages, and PAGA
5 exposure intelligently.

6 24. The parties participated in a full-day mediation on February 21, 2025 before the
7 Honorable Ann I. Jones (Ret.). The parties did not reach agreement during the mediation session.
8 Judge Jones later issued a mediator's proposal, which the parties accepted and memorialized in the
9 Agreement.

10 25. The settlement is the product of factual and legal investigation, formal and informal
11 discovery, expert analysis, mediation, and continued negotiations. The \$815,000 Gross Settlement
12 Amount is a compromise that reflects the evidence supporting and opposing liability, class-
13 certification and trial-management risks, individualized proof issues, defenses, possible overlap
14 among claims, and the expense and delay of continued litigation. In my judgment, the amount and
15 revised terms are fair and reasonable in light of those risks.

16 26. I reviewed the expert's class and PAGA calculations and independently assessed the
17 evidence, defenses, certification issues, proof difficulties, and potential discretionary reduction
18 associated with each predicate. The expert calculated theoretical maximums; Class Counsel—not the
19 expert—selected the claim-specific retained percentages used for settlement evaluation.

20 27. For each released predicate, Class Counsel considered the evidence supporting and
21 opposing liability, the likely scope of provable violations, the availability of common proof,
22 employee-, venue-, shift-, transaction-, and pay-period-specific issues, overlap among derivative
23 predicates, Defendant's defenses, and the likelihood of a discretionary reduction or refusal to stack
24 penalties. Those considerations produced the retained percentages and risk-adjusted class valuation
25 stated in the renewed motion. For the expense claim, the expert's model calculated \$2,541,101.11
26 using a \$7.50-per-pay-period assumption; applying the stated certification and merits reductions
27 produced a risk-adjusted value of \$57,174.78. Using the claim-specific retained percentages stated
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1 in the motion, Class Counsel calculated risk-adjusted class values of \$57,174.78 for expenses,
2 \$12,314.09 for off-the-clock wages, \$29,648.02 for meal premiums, \$42,299.08 for rest premiums,
3 \$227,111.67 for wage-statement penalties, \$161,060.60 for waiting-time penalties, and \$12,598.43
4 for tips, totaling \$542,206.67.

5 28. For the class expense claim, the expert calculated \$2,541,101.11 using a \$7.50-per-pay-
6 period assumption. The records did not establish a uniform requirement that employees pay for
7 parking or use personally funded cellphones, data plans, computers, or other devices to perform
8 duties or obtain schedules. The production included CBAs and event communications referencing
9 employee parking passes and maps, and the investigation did not reveal a systematic practice
10 requiring employees to pay for parking.

11 29. Defendant's written policies restricted personal-cellphone use while employees were
12 working. Radios or communications through managers were available during events, and the
13 production included an expense-reimbursement procedure. I reviewed more than 800 produced
14 employee emails concerning scheduling, event availability, operational information, optional
15 opportunities, family-meal locations, return-to-work communications, and other announcements.
16 The records did not establish a uniform requirement that every employee open, read, acknowledge,
17 or respond to those emails away from work through a personally owned device.

18 30. The records reflected multiple ways employees could obtain scheduling and work
19 information, including verbal communications, seasonal orientation, paper schedules or calendars,
20 venue offices and Human Resources, Enterprise Self Service, worksite internet or Wi-Fi, and
21 managers. A produced communication advised Shuster that an unconfirmed schedule was available
22 through Enterprise Self Service. Some non-union venue used paper calendars. Unionized employees
23 were scheduled for mandatory home-venue sports events subject to call-off provisions, and event
24 dates were commonly established in advance. I also reviewed publicly available ABI MasterMind
25 materials describing ESS as a web-based platform accessible through a standard webpage or mobile
26 browser.

31. For the class off-the-clock theory, the expert calculated \$820,939.55 using a five-minute uncompensated-screening assumption for each modeled workday. Clock locations and screening practices varied; employees at some locations could clock in before security; COVID-19 screening applied during a limited period; written policies required recording all work and prohibited off-the-clock work; and a time-edit authorization form allowed missing or inaccurate punches to be corrected. The records did not establish that every employee underwent a screening on every workday, before clock-in, or for five minutes.

32. For the class meal-period claim, the expert calculated \$5,929,603.40 under the five-hour scenario. The records included a written meal-and-rest policy, actual meal-period waiver forms, time records, and a training acknowledgment identifying time-edit and meal-waiver expectations. Employee interviews indicated that event employees generally arrived before venues opened and that family meal was provided during the pre-opening period; interviewed employees reported being able to take a meal period during that period. The records did not establish that every eligible employee missed a compliant meal period because of a uniform practice.

33. For the class rest-period claim, the expert calculated \$16,919,632.81. The handbook and written policy stated that employees were authorized and permitted rest periods. The production reflected rest-break training, policy reminders, and pre-shift communications. Information reviewed for the second-break theory indicated that a portion of analyzed shifts were shorter than six hours and that departments and venues differed in break scheduling. The evidence did not establish a uniform practice preventing every employee from taking every required rest period.

34. For the class wage-statement claim, the expert calculated \$22,711,167.19 in potential section 226(e) penalties. The sampled wage statements appeared to contain the information required by section 226(a), and the investigation did not identify a separate facial defect uniformly appearing on the statements. The theory was principally derivative of disputed wage-and-break claims.

35. The sampled wage statements appeared facially compliant and did not reveal an independent companywide reporting defect. Any asserted inaccuracy depended principally on first

1 proving an underlying wage, premium, or other payment violation for the particular employee and
2 pay period.

3 36. For the class waiting-time claim, the expert calculated approximately \$16,106,059.68.
4 The records did not support treating every break between events or sports seasons as a discharge.
5 Nonunion employees affirmatively terminated at season's end generally received final payment on
6 the termination date. The CBAs contained continuing seniority, scheduling, call-off, and just-cause
7 provisions; union venues hosted events beyond their principal sports seasons; the production
8 included return-to-work communications and a training record identifying Return To Work training.
9 These materials supported Defendant's position that many union employees remained employed
10 between events and seasons.

11 37. The tip claim arose principally from a September 18, 2022 FreedomPay payment-
12 processing outage. I reviewed contemporaneous outage communications and transaction and payroll
13 records describing a nationwide processor disruption, offline transactions and later synchronization,
14 unavailable transaction information, and a process for identifying and paying tips when data became
15 available. The investigation also identified sporadic complaints during the Tip Class Period that
16 Defendant investigated and corrected when additional tips were determined to be owed.

17 38. The produced tip records identified missing transactions associated with the affected
18 LAFC event, stated that identifiable missing tips would be submitted as retroactive pay, attributed
19 \$137.05 in affected tips to Shuster, and included a subsequent payroll record reflecting \$1,308.40 in
20 tip charges and \$340 in retroactive tip charges paid to him. The records corroborated a genuine
21 processing disruption and corrective-payment process but did not establish a uniform policy of
22 retaining tips.

23 39. The produced records included paid-sick-leave policies, CBA provisions, and sampled
24 wage statements. The wage statements generally displayed sick-leave accrual or balance information
25 after the eligibility period. I did not identify evidence that would indicate that Class Members were
26 uniformly denied protected sick leave, disciplined for using it, or retaliated against for using it.

40. Plaintiffs' did not calculate a separate classwide value for the paid-sick-leave theories, and the record does not provide a reliable basis to extrapolate a dollar amount across the Class. The record therefore does not support assigning a violation or statutory recovery to every Class Member or every pay period, and *the absence of a standalone private damages action* for the principal released theories materially supports assigning no separate incremental value to those ancillary theories.

41. For suitable seating, job descriptions, policies, venue materials, and other records showed that many event-concession duties involved standing, moving, serving guests, preparing or restocking products, cleaning, organizing workstations, and remaining ready to serve. Seats were available in designated break areas and, depending on location and work, other feasible areas. Bars, concession stands, and kitchens varied in layout and floor space. The investigation did not reveal a uniform practice applicable to every position, location, event, workstation, or lull period.

42. The revised PAGA analysis used initial-violation penalty rates because the evidentiary record did not establish the notice or prior adjudication necessary to apply heightened subsequent-violation rates. The present model uses a 1.597883 extrapolation factor, under which employees outside the produced dataset receive 50% weight. The theoretical aggregate maximum under the five-hour meal scenario is \$248,758,759.44.

43. The wage-statement PAGA model applied a \$100 penalty to 161,856 pay periods, producing \$16,185,600, and then applied the 1.597883 extrapolation factor, producing a modeled maximum of \$25,862,695.08. The calculation assumes a violation in 100% of the modeled pay periods and is a theoretical maximum.

44. Class Counsel selected the retained percentages after considering claim-specific evidence, defenses, scope of provable violations, individualized proof, overlap and stacking risk, manageability, and discretionary reduction. Applying the retained percentages stated in the motion produced a risk-adjusted PAGA valuation of \$2,866,445.74: \$127,618.13 rest; \$649,827.08 meal; \$258,626.96 minimum wage; \$158,423.71 overtime; \$1,293,134.81 expenses; \$258,626.95 wage

1 statements; \$42,600 waiting time; \$25,862.70 section 204; \$25,862.70 tips; and \$25,862.70 suitable
2 seating.

3 45. Bhullar requests a service award not exceeding \$10,000 and Murchison requests an award
4 not exceeding \$15,000. Murchison has served as a representative since 2021, initiated the action,
5 assisted the investigation and witness contacts, gathered wage information, and participated in
6 litigation and settlement strategy. Bhullar later supplied information concerning Northern California
7 and seasonal-event practices and assisted the investigation. Both accepted the responsibilities and
8 risks associated with representing absent employees. Defendant does not oppose the requested
9 maximum awards.

10 46. Class Counsel will request fees not exceeding \$326,000.00 and reimbursement of
11 documented litigation expenses not exceeding \$50,000. At final approval, Class Counsel will submit
12 time records, billing rates, a lodestar calculation, invoices, and information supporting any requested
13 multiplier. Any reduction will remain in the Net Settlement Amount and will not revert to Defendant.

14 47. Class Counsel litigated this matter on a contingent basis, pursued formal and informal
15 discovery, retained a statistical expert, noticed and compelled a PMQ deposition, analyzed CBAs
16 and venue practices, participated in mediation and continuing negotiations, responded to intervention
17 efforts and LWDA objections, and revised the settlement package in response to the Court's orders.
18 Class Counsel remains responsible for notice, final approval, administration oversight, Class
19 Member communications, and payment or workweek disputes.

20 48. In evaluating notice languages, Class Counsel reviewed available workforce information,
21 venues, and employee communications. The parties propose notice in English only. That review did
22 not identify another language used with sufficient frequency to require an additional translation,
23 subject to contrary information received before mailing.

24 49. The Agreement and proposed notice provide Class Members 60 days to request exclusion,
25 object, or dispute workweeks, with an additional 14 days for a Class Member whose notice is
26 remailed. The forms and deadlines are stated in the notice package.

1 50. The proposed notice is based on the applicable model notice and separately describes the
2 Class and Tip Class; summarizes the claims and settlement; states the maximum fee, cost, service-
3 award, PAGA, and administration requests; describes exclusion, objection, and workweek-dispute
4 procedures; explains the binding effect of remaining in the Class; and identifies the final-approval
5 process, Class Representatives, Class Counsel, and Administrator. A redline comparing the
6 previously submitted notice to the current notice is attached as Exhibit 7.

7 51. The notice will be mailed to Class Members at their last-known addresses. The
8 Administrator will perform address updating and reasonable follow-up for returned or undeliverable
9 mail, including remailing where an updated address is found, as provided in the Agreement and
10 notice plan.

11 52. The parties selected Apex Class Action Administration as Administrator. A true and
12 correct copy of Apex's not-to-exceed bid is attached as Exhibit 6. The Addendum caps
13 Administration Expenses at \$32,500.

14 53. I have represented employees in class and representative wage-and-hour actions and have
15 been appointed class counsel in prior matters. My education, admissions, practice experience,
16 investigation of this case, and work described above qualify me to represent the proposed Class. At
17 final approval, Class Counsel will provide any additional supporting information regarding prior
18 appointments and results requested by the Court.

19 54. Class Counsel's experience includes California wage-and-hour class and representative
20 matters in which counsel has obtained class settlements and, in appropriate matters, prospective
21 policy or future-compliance relief. The accompanying motion describes the basis for counsel's
22 adequacy. Additional matter-specific support concerning prior appointments and results will be
23 provided during final approval if requested by the Court.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct. Executed on September 1, 2026, in the State of California.

26 

27 Natalie Mirzayan

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

DOMINGO MURCHISON, DAVINA BHULLAR, et al.

v.

MVP EVENT PRODUCTIONS, LLC, et al.

Case No. 30-2021-01234789-CU-OE-CXC

EXHIBIT 1

JOINT STIPULATION REGARDING CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

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

1. DEFINITIONS

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

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

- 1.9 “Class Member(s)” means a member of the Class 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

To Defendant Legends Hospitality, LLC:

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

- 13.9 Mutual Drafting of Agreement. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.
- 13.10 Attorneys' Fees and Costs Limitations. Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.
- 13.11 Modifications. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms.
- 13.12 Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14 No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Under no circumstance shall Class Counsel represent any Class Member or Aggrieved Employee in any dispute against, exclusion from, or challenge to the Settlement. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.16 Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.17 Choice of Law. The Agreement and any exhibits hereto shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.
- 13.18 Headings and Captions. Section titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.
- 13.19 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no representation, inducement, promise or agreement that has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.
- 13.20 Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.
- 13.21 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

13.22 Waiver of Compliance. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

13.23 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

Dated: _____

Plaintiff Domingo Murchison

Dated: _____

Plaintiff Davina Bhullar

Dated: 8/6/2026 _____

Signed by:


1001F7E14F53486...
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

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 A

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

EXHIBIT "A"

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

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

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

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

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

The proposed Settlement, as revised by Addendum No. 1, 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 (August 21, 2021 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:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	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. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____.	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.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, in Department __ before Judge _____. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline _____.	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period and how many Tip Workweeks in which you were paid any tips. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks, Tip Workweeks, and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with any of these numbers, you must challenge it by _____. See Section 5 of this

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 Addendum No. 1 amending the Agreement, and jointly asking the Court to enter a judgment ending the Action and enforcing the Agreement as amended, Plaintiffs and Defendant negotiated the revised proposed Settlement. The Court preliminarily approved the revised Settlement and authorized this Notice. The Court will decide at the Final Approval Hearing whether to grant 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 Eight Hundred and Fifteen Thousand Dollars (\$815,000) (“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 \$32,500.00 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 \$326,000.00, 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 \$80,000.00 relating to Plaintiffs’ claim under PAGA, \$60,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$20,000.00 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 \$301,500.00. 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 95%, 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 5%, 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, Apex Class Action Administration (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 fullfunding 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 by Defendant in a non-exempt position in California. Aggrieved Employees cannot opt out of Released PAGA Claims. 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. The 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, 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 California Labor Code sections 510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 351, 512, 226(a), 1174(d), 201–203, 201.3, 204, 210, and 2802; California Code of Regulations, title 8, section 11070(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 Action 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 95% 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 5% 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 (August 21, 2021 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: Apex Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you

object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at www.occourts.org/civil-remote-hearings. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

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

9. Can I Attend the Final Approval Hearing?

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

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

10. How Can I Get More Information?

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

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement and Addendum No. 1. You may receive a copy of the Settlement Agreement, Addendum No. 1, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the Administrator's website for this settlement: <<_____>> where these documents will be posted, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of Orange ([Case Access | Superior Court of California | County of Orange](#)) and entering the Case No. 30-2021-01234789-CU-OE-CXC. If you wish to view the Court files in person, you do so at the Clerk's Office at 751 W Santa Ana Blvd, Santa Ana, CA 92701.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

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 (August 21, 2021 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 B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

DOMINGO MURCHISON, DAVINA BHULLAR, et al.

v.

MVP EVENT PRODUCTIONS, LLC, et al.

Case No. 30-2021-01234789-CU-OE-CXC

EXHIBIT 2

ADDENDUM # 1 TO JOINT STIPULATION REGARDING CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This addendum is for the purpose of amending the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement”), previously entered into by and between 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 (“Defendant” or “Legends”).

This Addendum # 1 to the Joint Stipulation Regarding Class Action and PAGA Settlement and Release is hereafter referred to as (“Addendum # 1”). Defendant and Plaintiffs are referred to as the “Parties”.

WHEREAS, the Parties initially sought Preliminary Approval of Class and PAGA settlement on October 31, 2025¹;

WHEREAS, the Parties revised the Agreement and Class Notice to address the Court’s concerns stated in the November 4, 2025 Minute Order, and sought Preliminary Approval on December 19, 2025 after complying with the Court’s November 4, 2025 Order;

WHEREAS, on December 19, 2025, the Court denied Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement without prejudice;

WHEREAS, the Parties intend to renew their motion for Preliminary Approval of Class and PAGA settlement after addressing the Court’s concerns by submitting Addendum #1, which is further amendment to the Agreement;

WHEREAS, the Parties hereby revise the Agreement to resolve the issues addressed by the Court in its December 19, 2025 Minute Order;

NOW THEREFORE, in consideration of the promises contained in the Agreement, it is agreed as follows:

1. The above-mentioned recitals are hereby incorporated into, and made part of, the Agreement signed by the Parties.

¹ The Court issued the Minute Order on November 4, 2025.

2. No further consideration will be made, has been made, or been promised to be made to Plaintiffs or their counsel for the promises made by herein other than what specifically stated herein.

3. The Parties agree that the following paragraphs in the Agreement are amended to read as follows:

Paragraph 1.24 is amended to read as follows:

“Gross Settlement Amount” is the sum of Eight Hundred Fifteen Thousand Dollars and No Cents (\$815,000.00), 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.

Paragraph 1.25 is amended to read as follows:

“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, 95% 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, 5% of the Net Settlement Amount will be distributed according to the number of Tip Workweeks during the Tip Class Period.

Paragraph 1.37 is amended to read as follows:

“PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,000.00) and the 75% to LWDA (\$60,000.00) in settlement of PAGA claims.

Paragraph 1.2 is amended to read as follows:

“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, 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

1 distribute all tips, failure to provide suitable seating, and claims for interest, penalties
2 (including but not limited to waiting time penalties), or premiums in connection therewith, as
3 well as claims for PAGA penalties premised on any claims under the California Labor Code
4 sections (510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 351, 512, 226(a), 1174(d), 201-203,
5 201.3, 204, 210, 2802), California Code of Regulations, Title 8, Section 1 1070(14) (Failure
6 to Provide Seating), and California Industrial Welfare Commission Wage orders that were
7 alleged or which could have been alleged under the same or similar facts, allegations and/or
8 claims pleaded in the Actions or PAGA Notices, and any claims for injunctive relief,
9 declaratory relief, restitution, fraudulent business practices or punitive damages alleged or
10 which could have been alleged under the facts, allegations and/or claims pleaded.

11 **Paragraph 1.8 is amended to read as follows:**

12 “Tip Class Period” means the period of time from August 21, 2021, through the earlier of the
13 Preliminary Approval Date or April 28, 2025.

14 **Paragraph 3.1 is amended read as follows:**

15 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant
16 promises to pay Eight Hundred Fifteen Thousand Dollars and No Cents (\$815,000.00) and no
17 more as the Gross Settlement Amount. This amount is all-inclusive of all payments
18 contemplated in this resolution, excluding any employer-side payroll taxes on the portion of
19 the Individual Class Payments allocated to wages and/or tips, which shall be separately paid
20 by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement
21 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
22 The Administrator will disburse the entire Gross Settlement Amount without asking or
23 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
24 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

25 **Paragraph 3.2.2 is amended read as follows:**

26 To Class Counsel: A Class Counsel Fees Payment of not more than forty percent (40%) of
27 the Gross Settlement Amount, which is currently estimated to be \$326,000.00, and a Class
28 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

1 Defendant, from any dispute or controversy regarding any division or sharing of any of these
2 payments.

3 3.2.4 To the LWDA and Aggrieved Employees: Aggrieved Employees will be bound by the
4 Released PAGA Claims and PAGA Payments will be made regardless of whether
5 Aggrieved Employees opt out of the Settlement. PAGA Penalties in the amount of
6 \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated
7 to the LWDA PAGA Payment and 25% (\$20,000.00) allocated to the Individual PAGA
8 Payments. The Administrator will calculate each Individual PAGA Payments by dividing
9 the total number of PAGA Pay Periods worked by the Aggrieved Employees.

10 **SO AGREED AND STIPULATED:**

11 Dated: _____ Plaintiff Domingo Murchison

12 Dated: _____ Plaintiff Davina Bhullar

13
14
15 Dated: 8/6/2026
16
17 Signed by:
18 *Tim Lamoriello*
19 ID61F7E14F53488...
20 Tim Lamoriello
21 Defendant Legends Hospitality, LLC

22 Dated: _____
23 Natalie Mirzayan
24 Mirzayan Law APLC
25 Attorney for Plaintiffs

26 Dated: August 28, 2026
27
28 *[Signature]*
Gene Ryu
Carlos Jimenez
Penny Chen Fox
Alison Hamer
K&L Gates LLP
Attorneys for Defendant Legends Hospitality, LLC

1 Defendant, from any dispute or controversy regarding any division or sharing of any of these
2 payments.

3 3.2.4 To the LWDA and Aggrieved Employees: Aggrieved Employees will be bound by the
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6 \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated
7 to the LWDA PAGA Payment and 25% (\$20,000.00) allocated to the Individual PAGA
8 Payments. The Administrator will calculate each Individual PAGA Payments by dividing
9 the total number of PAGA Pay Periods worked by the Aggrieved Employees.

10 **SO AGREED AND STIPULATED:**

11 Dated: _____ Plaintiff Domingo Murchison

12 Dated: _____ Plaintiff Davina Bhullar

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14
15 Dated: 8/6/2026
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Signed by:
Tim Lamoriello
ID81F7E14F53488...
Tim Lamoriello
Defendant Legends Hospitality, LLC

18 August 28, 2026
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25
26
27
28

Natalie Mirzayan
Natalie Mirzayan
Mirzayan Law APLC
Attorney for Plaintiffs

Dated: _____
Gene Ryu
Carlos Jimenez
Penny Chen Fox
Alison Hamer
K&L Gates LLP
Attorneys for Defendant Legends Hospitality, LLC

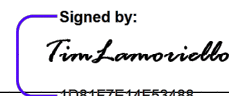
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6 \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated
7 to the LWDA PAGA Payment and 25% (\$20,000.00) allocated to the Individual PAGA
8 Payments. The Administrator will calculate each Individual PAGA Payments by dividing
9 the total number of PAGA Pay Periods worked by the Aggrieved Employees.

10 **SO AGREED AND STIPULATED:**

11 Dated: _____ Plaintiff Domingo Murchison

12 Dated: Aug 28, 2026 
13 Davina Bhullar (Aug 28, 2026 15:17:39 PDT)
14 Plaintiff Davina Bhullar

15 Dated: 8/6/2026 
16 1D81F7E14F53488...
17 Tim Lamoriello
18 Defendant Legends Hospitality, LLC

19 Dated: _____ Natalie Mirzayan
20 Mirzayan Law APLC
21 Attorney for Plaintiffs

22 Dated: _____ Gene Ryu
23 Carlos Jimenez
24 Penny Chen Fox
25 Alison Hamer
26 K&L Gates LLP
27 Attorneys for Defendant Legends Hospitality, LLC
28

1 Defendant, from any dispute or controversy regarding any division or sharing of any of these
2 payments.

3 3.2.4 To the LWDA and Aggrieved Employees: Aggrieved Employees will be bound by the
4 Released PAGA Claims and PAGA Payments will be made regardless of whether
5 Aggrieved Employees opt out of the Settlement. PAGA Penalties in the amount of
6 \$80,000.00 to be paid from the Gross Settlement Amount, with 75% (\$60,000.00) allocated
7 to the LWDA PAGA Payment and 25% (\$20,000.00) allocated to the Individual PAGA
8 Payments. The Administrator will calculate each Individual PAGA Payments by dividing
9 the total number of PAGA Pay Periods worked by the Aggrieved Employees.

10 **SO AGREED AND STIPULATED:**

11 Dated: Aug 28, 2026


Domingo Murchison (Aug 28, 2026 15:28:24 PDT)
Plaintiff Domingo Murchison

12 Dated: _____

13 Plaintiff Davina Bhullar

14 Dated: 8/6/2026

Signed by:

1D81F7E14F53488...
Tim Lamoriello
Defendant Legends Hospitality, LLC

15 Dated: _____

16 Natalie Mirzayan
17 Mirzayan Law APLC
18 Attorney for Plaintiffs

19 Dated: _____

20 Gene Ryu
21 Carlos Jimenez
22 Penny Chen Fox
23 Alison Hamer
24 K&L Gates LLP
25 Attorneys for Defendant Legends Hospitality, LLC
26
27
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

DOMINGO MURCHISON, DAVINA BHULLAR, et al.

v.

MVP EVENT PRODUCTIONS, LLC, et al.

Case No. 30-2021-01234789-CU-OE-CXC

EXHIBIT 3

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

Attorneys for PLAINTIFFS and the CLASS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiffs,

v.

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

Defendants.

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

**ASSIGNED FOR ALL PURPOSES TO: HON.
WILLIAM CLASTER; Dept.: CX-101**

**FOURTH AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

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

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

6. **WAITING TIME PENALTIES (VIOLATION OF CALIFORNIA LABOR CODE §§ 201, 202, 203);**
7. **FAILURE TO PAY ALL WAGES TIMELY DURING EMPLOYMENT IN VIOLATION OF LABOR CODE § 201.3, 210;**
8. **UNREIMBURSED EXPENSES (VIOLATION OF CALIFORNIA LABOR CODE SECTION 2802);**
9. **INJUNCTIVE RELIEF;**
10. **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE §§ 17200-17208;**
11. **PENALTIES PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF CALIFORNIA LABOR CODE §§ 510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 351, 512, 226(A), 1174(D), 201-203, 201.3, 204, 210, AND 2802; CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11070(14); AND APPLICABLE INDUSTRIAL WELFARE COMMISSION WAGE ORDERS, INCLUDING THE SUITABLE-SEATING REQUIREMENT**

UNLIMITED JURISDICTION

REQUEST FOR JURY TRIAL

INTRODUCTION

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

Commission Wage Orders 7-2001, (“IWO 7”), interest, attorneys’ fees, and costs and any other appropriate relief for DEFENDANTS’ violations of laws.

THE PARTIES

A. Plaintiffs

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

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

B. Defendants

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

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

5. MURCHISON is informed and believes, and thereon alleges that MVP EVENT STAFFING determines assignment or re-assignments of the CLASS; retains the authority to assign or reassign the CLASS to another client or customer; sets the rate of pay for the CLASS; pays the

1 CLASS from its own account via Onpay platform; and retains the right to hire and terminate the
2 CLASS.

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

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

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

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

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

1 11. LEGENDS directly employs BHULLAR on a seasonal basis, and BHULLAR is
2 informed and believes and thereon alleges that Legends directly employed the other CLASS
3 members on information and belief, on a seasonal basis and determines the type of work and working
4 conditions of BHULLAR and the other CLASS members.

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

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

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

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

24 16. PLAINTIFFS are informed and believes and based thereon allege that at all times
25 herein mentioned, that each of the DEFENDANTS is liable as an “employer” and/or “person” for
26 the claims asserted in this Complaint, including but not limited to, under Labor Code § 558.1 and
27 §18.
28

1 17. At all relevant times herein, PLAINTIFFS were employed by DEFENDANTS under
2 employment agreements that were partly written, partly oral, and partly implied. In perpetrating the
3 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to and in
4 furtherance of their policies and practices, *inter alia*, of failing to pay PLAINTIFFS and the Class for
5 all for all hours worked including overtime and double time; failing to pay PLAINTIFFS and the
6 Class for paid sick leave at the employee's regular rate of pay; failing to pay PLAINTIFFS and the
7 Class for one additional hour of pay at the employee's regular rate of compensation for each workday
8 that the meal and rest period was not provided; failing to pay PLAINTIFFS and the Class for overtime
9 hours at the employee's regular rate of pay, which includes both hourly pay and non-hourly pay such
10 as bonuses; failing to provide accurate itemized wage statements for each pay period; and failing to
11 pay wages upon termination of employment.

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

24 19. At all times mentioned herein, each of the DEFENDANTS was the co-conspirator,
25 agent, servant, employee, and/or joint venturer of each of the other DEFENDANTS and was acting
26 within the course and scope of said conspiracy, agency, employment, and/or joint venture and with
27 the permission and consent of each of the other DEFENDANTS.
28

1 20. PLAINTIFFS are informed and believe and thereon allege that each and every acts
2 and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each
3 acting as agents and/or employees, and/or under the directions and control of each of the other
4 DEFENDANTS, and that said acts and failure to act were within the course and scope of said agency,
5 employment and/or directions and control.

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

9 **JURISDICTION**

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

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

21 **PLAINTIFFS EXHAUSTED THEIR ADMINISTRATIVE REMEDIES**

22 24. PLAINTIFFS met all the jurisdictional requirements of proceeding with claims for civil
23 penalties under the Labor Code Private Attorney's General Act ("PAGA"), codified at Labor Code,
24 Section 2698 et seq. by timely giving written notice in the manner required by Labor Code § 2699.3
25 at the time of filing. Specifically, on December 3, 2021, MURCHISON exhausted his administrative
26 remedies by notifying DEFENDANTS via certified U. S. Mail, and by online filing to Labor and
27 Workforce Development Agency ("LWDA") (a true and correct copy is attached and incorporated
28 herein as Exhibit "1"). Sixty-five (65) days elapsed after MURCHISON'S notification and

1 MURCHISON’S counsel received no notice from LWDA stating their intention to investigate or
2 prosecute the claims.

3 25. On April 11, 2023, MURCHISON filed an amendment to the notice to the LWDA and
4 named LEGENDS as a defendant. MURCHISON was ignorant of a LEGENDS’ name, stated that
5 fact in the complaint, and previously designated the defendant by a fictitious name “Doe 1”. Once
6 defendant’s true name was discovered, MURCHISON amended the complaint. Sixty-five (65) days
7 elapsed after MURCHISON’S notification and MURCHISON’S counsel received no notice from
8 LAWD stating their intention to investigate or prosecute the claims. A true and correct copy is
9 attached hereto as Exhibit “2” and incorporated by reference.

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

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

15 **FACTUAL BACKGROUND**

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

24 29. DEFENDANTS hired¹ MURCHISON in August of 2021 to provide services to MVP
25 EVENT STAFFING and LEGENDS’ clients and required MURCHISON and the CLASS to work
26 for DEFENDANTS promising them payment of hourly wages. MURCHISON worked during
27

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

1 several events, some events MURCHISON was directly hired by Legends, directly hired by MVP,
2 and some events he was jointly hired by MVP and Legends. However, DEFENDANTS intentionally
3 failed to pay MURCHISON and the CLASS despite repeated attempts seeking payment for earned
4 wages.

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

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

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

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

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

1 security checks off-the-clock.

2 35. DEFENDANTS failed to properly calculate PLAINTIFFS' regular rate of pay for
3 purposes of overtime compensation because the value of the non-discretionary bonuses were not
4 included in the calculation of the PLAINTIFFS' regular rate of pay in violation of Cal. Lab. Code §
5 510.

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

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

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

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

1 knew or should have known that PLAINTIFFS and the CLASS were entitled to receive complete
2 and accurate wage statements in accordance with California law. In violation of the California Labor
3 Code, PLAINTIFFS and the CLASS were not provided complete and accurate wage statements.

4 40. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
5 knew or should have known that they had a duty to maintain accurate and complete payroll records
6 in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
7 intentionally failed to do so.

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

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

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

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

1 45. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS
2 knew or should have known that they had a duty to compensate PLAINTIFFS and CLASS for all
3 hours worked, and that DEFENDANTS had the financial ability to pay such compensation, but
4 willfully, knowingly, and intentionally failed to do so, and falsely represented to PLAINTIFFS and
5 CLASS that they would be paid properly their wages but failed to do so all in order to increase
6 DEFENDANTS' profits.

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

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

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

27 49. PLAINTIFFS and the CLASS have been harmed by DEFENDANTS' unlawful
28 business policies and practices in that they did not receive the proper and correct amount, and have

1 had their earned wages be subject to unlawful forfeiture, as alleged herein, thereby diminishing their
2 agreed-upon compensation, in amounts to be proven at trial.

3 **CLASS ACTION ALLEGATIONS**

4 50. PLAINTIFFS bring this lawsuit as a class action under Cal. Code Civ. Proc. Section
5 382, pursuant to California Business and Professions Code § 17200 *et seq.*, and the PAGA, California
6 Labor Code § 2698 *et seq.*, on behalf of themselves and all persons within the class (“CLASS”) as
7 follows:

8 **THE CLASS**

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

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

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

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

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

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

4 57. **Common Questions of Fact or Law:** This action involves questions of law and fact
5 common to the CLASS that predominate over questions affecting only individual class members
6 employees. The common questions of law and fact focuses on DEFENDANTS' systematic course
7 of illegal practices and policies, which were applied to all the entire CLASS in violation of the
8 California Labor Code, IWC Orders, the California Business and Professions Code, which prohibits
9 unfair business practices arising from such violations. These common questions of law and fact
10 include, without limitations:

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

26 58. **Typicality:** The claims of the PLAINTIFFS is typical of the CLASS because
27 DEFENDANTS subjected all of their employees to identical violations of the California Labor Code,
28 the PAGA, and California Business and Professions Code by, *inter alia*, failing to pay the

1 PLAINTIFFS and the CLASS for all of their hours worked at the proper regular rate of pay; failing
2 to distribute tips to employees; failing to pay missed meal and rest break premiums; failing to provide
3 accurate itemized wage statements for each pay period; failing to reimburse expenses; failing to pay
4 wages during employment within the time frame set forth in Labor Code §§ 201.3 and 204 *et seq.*;
5 and failing to pay their final wages beyond the time frames set forth in Labor Code §§ 201-203.

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

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

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

22 **PLAINTIFFS EXHAUSTED THEIR ADMINISTRATIVE REMEDIES**

23 62. PLAINTIFFS met all the jurisdictional requirements of proceeding with claims for
24 civil penalties under the PAGA, codified at Labor Code, Section 2698 *et seq.* by timely giving written
25 notice in the manner required by Labor Code §2699.3 at the time of filing ("Notice"). Specifically,
26 on December 3, 2021, MURCHISON exhausted his administrative remedies by notifying
27 DEFENDANTS via certified U. S. Mail, by electronic mail to Labor and Workforce Development
28

1 Agency ("LWDA"). The Notice filed with LWDA was accompanied by a filing fee of seventy-five
2 dollars (\$75) pursuant to § 2699.3(c)(1)(B). The Notice was subsequently amended.

3
4 **FIRST CAUSE OF ACTION**
5 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING TIPS,**
6 **SICK PAY AND OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR**
7 **CODE §§ 204, 227.3, 351, 510, 1194, 1198; IWC WAGE ORDER NO.4.)**
8 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 13. PLAINTIFFS and the CLASS are entitled to receive the proper amount of overtime
compensation for all hours worked in excess of eight (8) hours in one workday and any work in

1 excess of forty (40) hours in any workweek and the first eight hours worked on the seventh day of
2 work in any one workweek at the rate of no less than one and one half times the regular rate of pay
3 for each employee. In determining the regular rate of pay for each CLASS member, all remuneration
4 paid to each, including but not limited to performance bonuses, must be calculated.

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

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

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

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

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

1 the patron authorized the credit card payment.” Defendants failed to pay Plaintiffs and the Aggrieved
2 Employees their earned tips.

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

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

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

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

27 23. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of
28 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in

1 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected
2 employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each subsequent
3 violation, a penalty of \$100.00 for each underpaid employee for each pay period for which the
4 employee was underpaid, in addition to an amount sufficient to recover the underpaid wages, which
5 shall be paid to each affected employee.

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

9 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

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

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

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

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

22 28. By failing to comply with IWC Wage Order and California Labor Code sections 226.7 and
23 512, DEFENDANTS deprived PLAINTIFFS and the CLASS proper protections and benefits of the
24 laws governing meal periods.

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

27 30. California Labor Code §226.7 provides:

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

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

3 Moreover, California Labor Code §512 provides:

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

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

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

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

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

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

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

46. California Labor Code. §226.7 states

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

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

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

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

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

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

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

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

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

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

26 54. During the RELEVANT TIME PERIOD, DEFENDANTS are and/or were the
27 PLAINTIFFS and the CLASS' employers and/or persons acting on behalf of DEFENDANTS within
28 the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part

1 2, Chapter I, of the California Labor Code or any provision regulating hours and days of work in any
2 Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid
3 employee, which shall be paid to each affected employee, as set forth in Labor Code § 558.

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

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

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

16 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

17 **FOURTH CAUSE OF ACTION**
18 **VIOLATION OF CALIFORNIA LABOR CODE § § 1182.12, 1194, 1197, 1197.1, AND**
19 **1198—UNPAID MINIMUM WAGES**
(Against All DEFENDANTS)

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

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

1 65. As set forth above, DEFENDANTS systematically, and on a company-wide basis,
2 required PLAINTIFFS and CLASS to work and were either not compensated for their work or were
3 paid less than they were entitled to be paid for all hours worked, constituting a failure to pay all
4 earned wages including minimum wages. Despite MURCHISON'S demands to be paid, even on
5 DEFENDANTS social media accounts, DEFENDANTS failed to pay him at least the minimum
6 wage.

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

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

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

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

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

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

24 70. Labor Code § 226(a) requires employers to furnish their employees with each wage
25 payment an accurate, itemized writing that shows gross wages earned, total hours worked, all
26 deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the
27 name of the employee and the portion of his or her social security number as required by law, all
28

1 applicable hourly rates in effect during the pay period, and the corresponding number of hours
2 worked at each hourly rate by the employee.

3 71. DEFENDANTS engages in a policy and practice of violating California Labor Code
4 §§ 226(a), by failing to provide PLAINTIFFS and the CLASS with accurate itemized wage
5 statements in compliance with the statutory requirement of §226(a).

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

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

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

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

1 to keep accurate records of all hours worked, meal period start and stop times for PLAINTIFFS and
2 CLASS, in violation of section 1198.

3 76. California Labor Code §246(i) provides “[a]n employer shall provide an employee
4 with written notice that sets forth the amount of paid sick leave available, or paid time off leave an
5 employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement
6 described in Section 226 or in a separate writing provided on the designated pay date with the
7 employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited paid
8 time off to an employee, the employer may satisfy this section by indicating on the notice or the
9 employee’s itemized wage statement “unlimited.” The penalties described in this article for a
10 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This
11 subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare
12 Commission only on and after January 21, 2016.”

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

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

22 79. Labor Code § 226, in part, permits employees suffering injury to collect actual
23 damages or the amount specified in Labor Code§ 226. Thus, Labor Code§ 226(e) requires
24 DEFENDANTS to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay
25 period in which a violation occurred and one hundred dollars (\$100.00) per employee for each
26 violation in subsequent pay periods, plus attorney's fees and costs, to each member of the CLASS,
27 including PLAINTIFFS, who were injured by DEFENDANTS’ failure to comply with Labor Code
28 § 226(a). The exact amount of the applicable penalty is all in an amount to be shown according to

1 proof at trial.

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

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

8 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

9 **SIXTH CAUSE OF ACTION**
10 **WAITING TIME PENALTIES**
11 **(VIOLATION OF CAL. LAB. CODE §§ 201, 202, 203)**
12 **(Against All DEFENDANTS)**

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

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

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

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

27 86. At the time of termination of the PLAINTIFFS and the CLASS, DEFENDANTS
28 failed to timely pay the PLAINTIFFS and the CLASS for all their hours worked, minimum wages,
sick pay, and overtime compensation. In addition, BHULLAR and other CLASS members directly

1 employed by Legends were discharged as of the last event worked at the end of season and were not
2 paid all wages owed upon discharge. DEFENDANTS are obligated to pay PLAINTIFFS and the
3 CLASS waiting-time penalty equivalent to thirty (30) full working days' worth of wages.
4 DEFENDANTS violated 201-203 by willfully failing to pay all wages due to PLAINTIFFS and the
5 CLASS who have been discharge or who have quit.

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

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

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

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

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

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

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

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

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

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

4
5 **EIGHTH CAUSE OF ACTION**
6 **FAILURE TO INDEMNIFY FOR EXPENDITURES INCURRED IN DISCHARGE OF**
7 **DUTIES (CAL. LAB. CODE § 2802)**
8 **(Against LEGENDS)**

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

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

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

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

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

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

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

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

28 101. PLAINTIFFS and the CLASS suffered, and will continue to suffer, damages in
amounts according to proof at the time of trial as a direct and proximate result of DEFENDANTS'
willful conduct of requiring PLAINTIFFS to agree to illegal terms and conditions of employment

1 and DEFENDANTS' unlawful failure to reimbursement PLAINTIFFS and the CLASS for parking,
2 and their personal cellphone, computer and/or other personal devices and internet use.

3 102. In failing to reimburse PLAINTIFFS and the CLASS for the use of their personal
4 cellphones to conduct DEFENDANTS' business, DEFENDANTS acted maliciously, oppressively,
5 and despicably, with the wrongful intention of causing injury and hardship to PLAINTIFFS and the
6 CLASS by reaping economic gain at PLAINTIFFS and the CLASS' expenses, in willful and
7 conscious disregard of PLAINTIFFS' statutory and regulatory rights.

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

13 WHEREFORE, PLAINTIFFS prays for relief as hereinafter requested.

14 **NINTH CAUSE OF ACTION**
15 **INJUNCTIVE RELIEF**
16 **(Against All DEFENDANTS)**

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

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

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

25 **TENTH CAUSE OF ACTION**
26 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
27 **PROFESSIONS CODE §§ 17200-17208**
28 **(AGAINST ALL DEFENDANTS)**

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

1 108. The foregoing conduct, as alleged, violates the California Unfair Competition Law
2 (“UCL”), Cal. Bus. & Prof. Code § 17200 et seq. Section 17200 of the Cal. Bus. & Prof. Code
3 prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or
4 practices.

5 109. Throughout the course of PLAINTIFFS’s employment, DEFENDANTS committed
6 acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and
7 practices described herein, including but not limited to, failing to pay employees at the rate of no less
8 than one and one-half times the regular rate of pay, which includes bonuses pursuant to Lab. Code §
9 510; failing to pay employees paid sick time under Cal. Lab. Code 246 at the regular rate of pay for
10 the workweek in which the employee uses paid sick time; failing to provide accurate itemized wage
11 statements for each pay period; failing to pay employees the applicable minimum wage; failing to
12 pay employees for all hours worked; failing to timely pay all wages during employment, failing to
13 pay wages upon termination of employment, failing to reimburse expenses, and failing to distribute
14 all tips pursuant to Cal. Lab. Code 351.

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

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

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

24 **ELEVENTH CAUSE OF ACTION**
25 **PENALTIES PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF**
26 **CALIFORNIA LABOR CODE §§ 510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 351,**
27 **512, 226(A), 1174(D), 201–203, 201.3, 204, 210, AND 2802; CALIFORNIA CODE OF**
28 **REGULATIONS, TITLE 8, SECTION 11070(14); AND APPLICABLE**
 INDUSTRIAL WELFARE COMMISSION WAGE ORDERS, INCLUDING THE
 SUITABLE-SEATING REQUIREMENT
 (AGAINST ALL DEFENDANTS)

113. PLAINTIFFS repeats and re-allege all allegations contained in preceding paragraphs

1 as though fully set forth in this cause of action, and incorporate them by reference, and further allege:

2 114. Cal. Labor Code § 2698 et seq., the Labor Code Private Attorney General Act of 2004
3 expressly establishes that any provision of the Cal. Labor Code which provides for a civil penalty to
4 be assessed and collected by the Labor and Workforce Development Agency, or any of its
5 departments, divisions, commissions, boards agencies or employees for a violation of the Cal. Labor
6 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
7 himself or herself, and collectively on behalf of all other current or former employees.

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

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

15 117. Having complied with the notice and administrative provisions of PAGA,
16 PLAINTIFFS have the right to bring this representative action as proxies of the LWDA. Pursuant to
17 Labor Code § 2699 et seq., PLAINTIFFS seek civil penalties arising from the facts alleged in this
18 Complaint and the PAGA Notices for alleged violations of California Labor Code §§ 510, 1182.12,
19 1194, 1197, 1197.1, 1198, 226.7, 351, 512, 226(a), 1174(d), 201–203, 201.3, 204, 210, and 2802;
20 California Code of Regulations, title 8, section 11070(14); and applicable Industrial Welfare
21 Commission Wage Orders, including the suitable-seating requirement.

22 118. The policies, acts, and practices alleged above include: (1) failure to pay all minimum,
23 regular, and overtime wages for hours worked; (2) failure to provide legally compliant meal periods
24 and pay resulting premiums; (3) failure to provide legally compliant rest periods and pay resulting
25 premiums; (4) failure to provide accurate wage statements and maintain accurate payroll records; (5)
26 failure to timely pay all wages during employment; (6) failure to timely pay all wages upon separation
27 or termination; (7) failure to reimburse necessary business expenses; (8) failure to distribute all tips;
28 and (9) failure to provide suitable seating, in violation of California Labor Code §§ 510, 1182.12,

1 1194, 1197, 1197.1, 1198, 226.7, 351, 512, 226(a), 1174(d), 201–203, 201.3, 204, 210, and 2802;
2 California Code of Regulations, title 8, section 11070(14); and applicable Industrial Welfare
3 Commission Wage Orders, including the suitable-seating requirement.

4 119. For avoidance of doubt, this PAGA cause of action does not seek civil penalties
5 premised on Labor Code §§ 221, 223, 227.3, 246, or 2810.5, and does not seek PAGA penalties
6 premised on a sick-pay claim.

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

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

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

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

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

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

24 **DEMAND FOR JURY TRIAL**

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

26 **PRAYER FOR RELIEF**

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

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

1 et seq.;

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

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

6 17. For penalties and subsequent violation of a section of Chapter 1 of Labor Code, Div. 2, Part
7 2, or any provision regulating hours and days of work in any Order of the IWC for each underpaid
8 employee for each pay period for which the employee was underpaid, in addition to an amount
9 sufficient to recover the underpaid wages to be paid to each affected employee pursuant to Labor
10 Code §558;

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

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

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

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

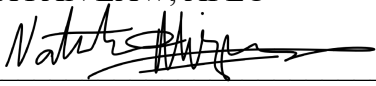
19 22. For any other such relief as the Court deems just and proper due to the misconduct committed
20 by the DEFENDANTS as alleged in this Complaint.

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

22 Dated: August 31, 2026

Respectfully submitted,

24 MIRZAYAN LAW, APLC

25 By: 
26 _____

27 Natalie Mirzayan, Esq.
28 Attorney for Plaintiffs

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

374 James Bowie Court

Alamo, California 94507

REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

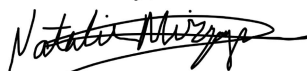
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available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

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

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

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

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

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☐ Return Receipt (hardcopy)	\$0.00
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☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
Total Postage and Fees	\$4.53

Sent To Gregory Fielding
Street and Apt. No., or PO Box No. 374 James Bowie Ct
City, State, ZIP+4® Alamo, CA 94507

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



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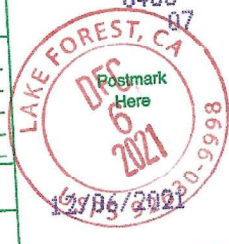
Sacramento, CA 95811

OFFICIAL USE

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

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Street and Apt. No., or PO Box No. 1401 21st Street, Ste R
City, State, ZIP+4® Sacramento, CA 95811

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



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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
☐ Return Receipt (hardcopy)	\$0.00
☐ Return Receipt (electronic)	\$0.00
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☐ Adult Signature Restricted Delivery	\$0.00
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Sent To MVP Event Production LLC
Street and Apt. No., or PO Box No. 160 Alamo Plaza 486
City, State, ZIP+4® Alamo, CA 94507

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

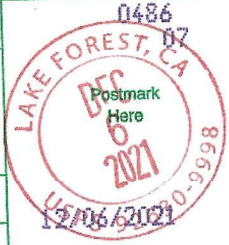


EXHIBIT 2

MIRZAYAN LAW, APLC

April 11, 2023



VIA ONLINE FILING

Labor & Workforce Development Agency
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Dillingham & Murphy, LLP counsel for
GREGORY FIELDING and
MVP EVENT PRODUCTIONS, LLC, dba
MVP EVENT STAFFING
155 Sansome Street, Suite 700
San Francisco, California 94104

K&L Gates LLP counsel for
LEGENDS HOSPITALITY, LLC
10100 Santa Monica Blvd, 8th Fl.
Los Angeles, California 90067

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

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

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

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

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

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

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

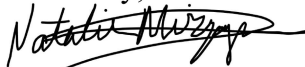
MVP Event Staffing and Legends negotiate with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services.

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

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

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

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

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

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

374 James Bowie Court

Alamo, California 94507

REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

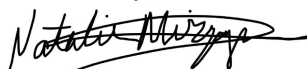
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Natalie Mirzayan", with a stylized flourish at the end.

Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

Mirzayanlaw@outlook.com

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

04/11/2023 12:58:33 PM

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

Item submitted: Amended PAGA Claim Notice

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

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

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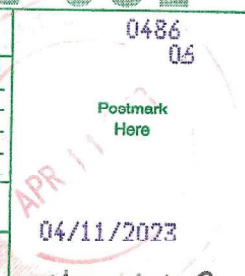


EXHIBIT 3

MIRZAYAN LAW, APLC

April 14, 2025



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

374 James Bowie Court

Alamo, California 94507

K&L Gates LLP

(Counsel for Legends Hospitality, LLC)

Alison Hamer

10100 Santa Monica Blvd.

8th Floor

Los Angeles, CA 90067

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

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

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

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

Labor Code § 2802 provides, in pertinent part:

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

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

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

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

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

Labor Code § 351:

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

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

Labor Code § 227.3:

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

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

Labor Code § 204:

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

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

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

Labor Code § 221:

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

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

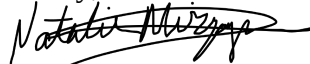
Labor Code § 223:

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

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

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

Sincerely,

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

Natalie Mirzayan, Esq.

Attorney for Plaintiffs and Aggrieved Employees

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

374 James Bowie Court

Alamo, California 94507

REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

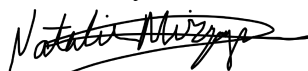
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available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

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

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

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

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

EXHIBIT 2

MIRZAYAN LAW, APLC

April 11, 2023



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

Dillingham & Murphy, LLP counsel for

GREGORY FIELDING and

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

155 Sansome Street, Suite 700

San Francisco, California 94104

K&L Gates LLP counsel for

LEGENDS HOSPITALITY, LLC

10100 Santa Monica Blvd, 8th Fl.

Los Angeles, California 90067

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

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

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

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

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

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

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

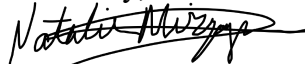
MVP Event Staffing and Legends negotiate with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services.

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

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

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

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

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

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

374 James Bowie Court

Alamo, California 94507

REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

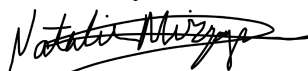
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Natalie Mirzayan", with a stylized flourish at the end.

Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

DOMINGO MURCHISON, DAVINA BHULLAR, et al.

v.

MVP EVENT PRODUCTIONS, LLC, et al.

Case No. 30-2021-01234789-CU-OE-CXC

EXHIBIT 4

MIRZAYAN LAW, APLC

April 14, 2025



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

374 James Bowie Court

Alamo, California 94507

K&L Gates LLP

(Counsel for Legends Hospitality, LLC)

Alison Hamer

10100 Santa Monica Blvd.

8th Floor

Los Angeles, CA 90067

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

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

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

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

Labor Code § 2802 provides, in pertinent part:

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

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

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

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

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

Labor Code § 351:

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

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

Labor Code § 227.3:

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

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

Labor Code § 204:

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

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

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

Labor Code § 221:

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

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

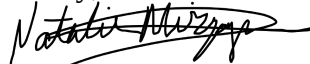
Labor Code § 223:

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

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

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

Sincerely,

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

Natalie Mirzayan, Esq.

Attorney for Plaintiffs and Aggrieved Employees

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

374 James Bowie Court

Alamo, California 94507

REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

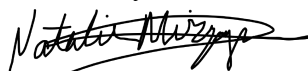
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available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

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

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

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

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

EXHIBIT 2

MIRZAYAN LAW, APLC

April 11, 2023



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

Dillingham & Murphy, LLP counsel for

GREGORY FIELDING and

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

155 Sansome Street, Suite 700

San Francisco, California 94104

K&L Gates LLP counsel for

LEGENDS HOSPITALITY, LLC

10100 Santa Monica Blvd, 8th Fl.

Los Angeles, California 90067

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

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

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

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

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

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

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

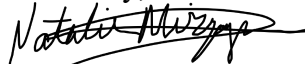
MVP Event Staffing and Legends negotiate with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services.

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

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

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

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

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

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

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

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

374 James Bowie Court

Alamo, California 94507

REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Specifically, Labor Code Labor Code § 247.5 states:

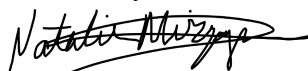
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available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

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

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

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

Sincerely,



Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

DOMINGO MURCHISON, DAVINA BHULLAR, et al.

v.

MVP EVENT PRODUCTIONS, LLC, et al.

Case No. 30-2021-01234789-CU-OE-CXC

EXHIBIT 5

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

PHILLIPS, FRACTOR & COMPANY, LLC

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

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

PHILLIPS, FRACTOR & COMPANY, LLC

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

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

DOMINGO MURCHISON, DAVINA BHULLAR, et al.

v.

MVP EVENT PRODUCTIONS, LLC, et al.

Case No. 30-2021-01234789-CU-OE-CXC

EXHIBIT 6



Quotation Request:

Natalie Mirzayan
 Mirzayan Law, APLC
 Mirzayanlaw@outlook.com
 949.285.3550

Case Name:

Date:
 RFP Number:

Murchison v. Legends Hospitality

Tuesday, July 7, 2026
 49240002

Prepared By:

Nick Day
 Apex Class Action LLC
 nickday@apexclassaction.com
 949.563.6650

Settlement Specifications	
Estimated Class Size:	10,478
Certified Language Translation:	Yes
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	10%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	4	\$500.00
Data Analyst	Per Hour	\$150.00	4	\$600.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$1,100.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice - English & Spanish	Per Piece	\$0.50	10,478	\$5,239.00
USPS First Class Postage	Per Piece	\$0.68	10,478	\$7,125.04
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	1,048	\$2,095.60
Receive and Process Undeliverable Mail	Per Hour	\$75.00	5	\$375.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	6	\$450.00
NCOA Address Update (USPS)	Static Rate	\$1,250.00	1	\$1,250.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$17,854.64

Project Management				
Project Management	Per Hour	\$150.00	5	\$750.00
Project Coordinator	Per Hour	\$90.00	4	\$360.00
Data Analyst and Reporting	Per Hour	\$140.00	4	\$560.00
Sub Total:				\$1,670.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free IVR FAQ	Static Rate	\$1,500.00	1	\$1,500.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$2,000.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	5	\$600.00
Account Management and Reconciliation	Per Hour	\$140.00	5	\$700.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$0.50	10,478	\$5,239.00
USPS First Class Postage	Per Piece	\$0.68	10,478	\$7,125.04
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	629	\$1,257.36
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	10	\$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$17,671.40

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	5	\$675.00
Project Management Reconciliation	Per Hour	\$100.00	5	\$500.00
Declarations	Per Hour	\$120.00	5	\$600.00
			Sub Total:	\$1,775.00

TOTAL ESTIMATED ADMINISTRATIVE COSTS:	\$42,071.04
DISCOUNTED TOTAL ESTIMATED ADMINISTRATIVE COSTS:	\$32,500.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

DOMINGO MURCHISON, DAVINA BHULLAR, et al.

v.

MVP EVENT PRODUCTIONS, LLC, et al.

Case No. 30-2021-01234789-CU-OE-CXC

EXHIBIT 7

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~~ Settlement, as revised by Addendum No. 1, 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~~ August 21, 2021 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	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. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____.	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.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, in Department __ before Judge _____. This hearing may change as explained below in Section 9. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period and how many Tip Workweeks in which you were paid any tips. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks, Tip Workweeks, and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with any of these numbers, you must challenge it by _____. See Section 5 of this Notice.

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 Addendum No. 1 amending the Agreement, and~~ jointly ~~ask-asking~~ the Court to enter a judgment ending the Action and enforcing the ~~Agreement, Agreement as amended,~~ Plaintiffs and Defendant ~~have~~ negotiated ~~a-the revised~~ proposed Settlement. The Court preliminarily approved the revised Settlement that is subject and authorized this Notice. The Court will decide at the Final Approval Hearing whether to the Court’s Final Approval. grant 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-Eight~~ Hundred ~~Seventy-Five-and Fifteen~~ Thousand Dollars ~~(\$775,000)-(\$815,000)~~ (“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~~ \$32,500.00 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,~~ \$326,000.00, 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–\$80,000.00~~ relating to Plaintiffs' claim under PAGA, ~~\$30,000.00~~ \$60,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining ~~\$10,000.00–\$20,000.00~~ 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;~~ \$301,500.00. 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%, 95%,~~ 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%, 5%,~~ 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.–Apex Class Action Administration](#) (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 by Defendant in a non-exempt position in California. The Aggrieved Employees cannot opt out of Released PAGA Claims. 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. The 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, 510, 1182.12, 1194, 1197, 1197.1, 1198, 226.7, 227.3, 351, 512, 226(a), 227.3, 1174(d), 246(i), 201-203, 201-203, 201.3, 204, 210, 221, 223, 2802, 2810.5), and 2802;~~ California Code of Regulations, ~~Title title 8, Section 1 1070(14) section 11070(14)~~ (Failure to Provide ~~Seating~~); ~~Seating~~); and California Industrial Welfare Commission Wage ~~orders Orders~~ that were alleged or which could have been alleged under the same or similar facts, ~~allegations allegations,~~ and/or claims pleaded in the ~~Actions Action~~ or PAGA Notices, and any claims for injunctive relief, declaratory relief, restitution, fraudulent business ~~practices practices,~~ or punitive damages alleged or which could have been alleged under the facts, ~~allegations allegations,~~ and/or claims ~~pleaded 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%-95%~~ 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%-5%~~ 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~~ (August 21, 2021 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.~~ Apex Class Action Administration

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

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

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

9. Can I Attend the Final Approval Hearing?

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

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

10. How Can I Get More Information?

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

This Class Notice summarizes the proposed settlement. More details are in the Settlement ~~Agreement.~~ Agreement and Addendum No. 1. You may receive a copy of the Settlement Agreement, Addendum No. 1, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to the Administrator's website for this settlement: <<_____>> where these documents will be posted, by reaching out to the Administrator, or examining the Court's file on the Internet via the Case Inquiry page for the California Superior Court for the County of Orange ([Case Access | Superior Court of California | County of Orange](#)) and entering the Case No. 30-2021-01234789-CU-OE-CXC. If you wish to view the Court files in person, you do so at the Clerk's Office at 751 W Santa Ana Blvd, Santa Ana, CA 92701.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

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~~ August 21, 2021 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