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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

DOMINGO MURCHISON,

Plaintiff,

vs.

MVP EVENT PRODUCTIONS, LLC, a
California Limited Liability Company dba
MVP EVENT STAFFING; GREGORY
FIELDING, an individual, and LEGENDS
HOSPITALITY; Does 2 through 20, inclusive,

Defendants.

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

**REQUEST FOR JUDICIAL NOTICE IN
SUPPORT OF MOTION FOR LEAVE
TO INTERVENE**

Location: Dept. CX101

Date: August 15, 2025

Time: 9:00 a.m.

Reservation Number 74612554

REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION FOR LEAVE TO INTERVENE

1 Pursuant to California Rules of Court, Rules 3.1113(1) and 3.1306(c), and Evidence
2 Code sections 452 and 453, Intervenor, Scott Shuster (“Intervenor”) submits this request for
3 Judicial Notice in support of his Motion For Leave to Intervene.
4

5 “Records of any court of this state and any court of the United States or of any state of
6 the United States are judicially noticeable. (Evid. Code § 452(d).) Moreover, under Evidence
7 Code section 452(h), the Court may take judicial notice of “[f]acts and propositions that are not
8 reasonably subject to dispute and are capable of immediate and accurate determination by
9 resort to sources of reasonably indisputable accuracy.” Evid. Code § 452(h). Evidence Code §
10 453 requires that “the trial court take judicial notice of any matter specified in section 452 if a
11 party requests it and (a) [gives] each adverse party sufficient notice of the request... to enable
12 such adverse party to prepare to meet the request; and (b) [f]urnishes the court sufficient
13 information to enable it to take judicial notice of the matter.” *See O’Keefe v. Atascadero Cty.*
14 *Sanitation District*, 21 Cal. App. 3d 719, 728 (1971) (court required to take judicial notice
15 “because respondents requested it, gave appellant sufficient notice of the request and furnished
16 the court with sufficient information to enable it to take judicial notice”).
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18
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21 Intervenor thereby requests that the Court take judicial notice of the following
22 documents:

- 23 1. Complaint filed in *Bates v. MVP Event Productions, LLC*, Sacramento Superior
24 Court Case No. 34-2022-00317653-CU-OE-GDS (“*Bates*” Action) on April 1, 2022, a true and
25 correct copy of which is attached hereto as **Exhibit 1**.
26
27

2. Final Approval Order in the *Bates* Action approving settlement of PAGA claims on behalf of persons who were staffed to Legends Hospitality by the “MVP” entity, including Plaintiff Murchison, which was entered on January 10, 2025, a true and correct copy of which is attached hereto as **Exhibit 2**.

3. Declaration of Katherine Rovertoni of Apex Class Action LLC in Support of Motion for Final Approval of Class Action Settlement, filed in the *Bates* Action on December 16, 2024, a true and correct copy of which is attached hereto as **Exhibit 3**.

Dated: July 18, 2025

MOSS BOLLINGER LLP

By: _____

Dennis F. Moss

Attorneys for Intervenor Scott Shuster

EXHIBIT 1

FILED
Superior Court Of California,
Sacramento
04/01/2022
kjohnson12
By _____, Deputy
Case Number:
34-2022-00317653

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Attorneys for Plaintiff KALI BATES
on behalf of herself and similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

KALI BATES, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

MVP EVENT PRODUCTIONS, LLC, and
LEGENDS HOSPITALITY, LLC; Does 1
through 20, inclusive,

Defendants.

Case No.

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*)
2. Failure to Provide Accurate Wage Statements;
3. Failure to Pay Minimum Wage for All Hours Worked;
4. Failure to Provide Meal and Rest Periods;
5. Waiting Time Penalties;
6. Failure to Pay Overtime Wages;
7. Failure to Reimburse Business Expenses;
8. Failure to Timely Pay Wages During Employment (Cal. Lab. Code § 201.3);

JURY TRIAL DEMANDED

BY FAX

1 Plaintiff KALI BATES ("Plaintiff"), on behalf of herself and all other similarly situated
2 employees hereby files her Complaint against Defendants MVP EVENT PRODUCTIONS, LLC, a
3 California Limited Liability Company, and LEGENDS HOSPITALITY, LLC; a Delaware Limited
4 Liability Company; and Does 1 through 20 (collectively referred to as "Defendants"). Plaintiff
5 alleges the following:

6 INTRODUCTION

7 1. This is a class action brought by Plaintiff seeking damages for Defendants'
8 purposeful misclassification of Plaintiff and similarly situated employees as independent contractors.
9 Plaintiff and the class seek damages for inaccurate wage statements, for failure to provide meal and
10 rest periods, failure to pay overtime and minimum wages, failure to reimburse for business expenses,
11 failure to timely pay wages due during employment, and derivative civil and statutory penalties
12 including waiting time penalties. Plaintiff seeks these damages and penalties, plus interest and
13 attorney's fees, on behalf of herself and similarly situated employees.

14 2. During all relevant times, Plaintiff and similarly situated employees worked for
15 Defendants as employees, although they were willfully misclassified as independent contractors.

16 3. Plaintiff and similarly situated employees regularly were denied any meal or rest
17 periods.

18 JURISDICTION AND VENUE

19 4. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
20 violations of California Labor Code §§ 226, 226.3, 226.7, 226.8, 510, 1194. 2802, 2698 *et seq.*, and
21 Business and Professions Code § 17200 *et seq.*

22 5. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
23 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

24 PARTIES

25 6. Plaintiff KALIE BATES is over the age of eighteen (18) and is a resident of the State
26 of California and a former employee of Defendants.

27 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant MVP
28 EVENT PRODUCTIONS, LLC is now and/or at all times mentioned in this Complaint was a

1 California Limited Liability Company with contractual relationships to provide temporary services
2 of one or more individuals as bartenders, event staff, waitstaff, servers and other temporary services
3 jobs, at event centers and venues throughout the State of California.

4 8. Plaintiff is informed and believes, and thereupon alleges, that Defendant LEGENDS
5 HOSPITALITY, LLC is now and/or at all times mentioned in this Complaint was a Delaware
6 Limited Liability Company with contractual relationships to provide temporary services of one or
7 more individuals as bartenders, event staff, waitstaff, servers and other temporary services jobs, at
8 event centers and venues throughout the State of California.

9 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants are
10 joint-employers of Plaintiff and similarly situated employees, and jointly and severally, have acted
11 with deliberate indifference and conscious disregard to the rights of all employees. Plaintiff is
12 further informed and believes, and based thereon alleges, that Defendants were at all relevant times
13 advised by skilled California employment law attorneys and knew the requirements of the California
14 Labor Code with respect to misclassification of employees as independent contractors, employee
15 wage statements, payment of wages and tips, reimbursement of business expenses, and provision of
16 meal and rest periods.

17 10. Defendants proximately caused Plaintiff and similarly situated employees to be
18 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
19 Complaint.

20 11. Plaintiff is further informed and believes, and thereon alleges, that each of the
21 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
22 joint venturer of the remaining defendants and was acting within the course and scope of that
23 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
24 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
25 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
26 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
27 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
28

1 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
2 through 20, inclusive, when they have been determined.

3 **CLASS ALLEGATIONS**

4 12. Plaintiff brings this action, on behalf of herself and all others similarly situated, as a
5 class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiff
6 seeks to represent is composed of and defined as follows:

7 All non-exempt employees who were employed by Defendants in
8 California at any time four (4) years prior to the filing of this Action
9 up to the date that this matter is certified as a class action, who worked
as temporary event staff.

10 13. This action has been brought and may be properly maintained as a class action,
11 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
12 defined community of interest in the litigation and the proposed classes are easily ascertainable.

13 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all
14 members is impracticable under the circumstances of this case. While the exact
15 number of class members is unknown to Plaintiffs at this time, Plaintiff is informed
16 and believes that Defendants may have employed many individuals falling within the
17 above stated class definition throughout the State of California during the applicable
18 statute of limitations, who were subjected to the practices outlined in this Complaint.
19 As such, joinder of all members of the Plaintiff Class is not practicable.

20 (b) Common Questions Predominate: Common questions of law and fact exist as to all
21 members of the Plaintiff Class and predominate over questions that affect only
22 individual members of the class. These common questions of law and fact include,
23 without limitation, the following:

- 24 (1) Whether Defendants improperly classified their employees as
25 independent contractors
26 (2) Whether Defendants accurately stated all required information on
27 paystubs issued to members of the Plaintiff Class;
28

- (3) Whether Defendants maintained the time and payroll records for their employees as required under the California Labor Code.
- (4) Whether Defendants provided meal and rest periods to their employees as required under the California Labor Code.
- (5) Whether Defendants maintained policies and practices that provided meal and rest periods to their employees as required under the California Labor Code.
- (6) Whether Defendants paid overtime and minimum wages to their employees as required under the California Labor Code.
- (7) Whether Defendants reimbursed their employees for reasonable business expenses.
- (8) Whether Defendants timely paid employees.

- (c) Typicality: Plaintiff's claims are typical of the claims of the members of the Plaintiff Class. Plaintiff also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants improperly classified Plaintiff and members of the Class as independent contractors. Additionally, they issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. They also failed to provide meal and rest periods as required under the Labor Code, failed to pay overtime and minimum wages for all hours worked, and failed to reimburse Plaintiff and Class members for reasonable business expenses. As a result, each putative class member will have the same basis for their legal claims.
- (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. Plaintiff resides in California, worked for Defendants in California, and is an adequate representative of the putative class as she has no interests that are adverse to those of absent class members. Additionally, Plaintiff has retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and
2 efficient adjudication of the controversy since individual joinder of all members of
3 the class is impracticable. Class action treatment will permit a larger number of
4 similarly situated persons to prosecute their common claims in a single forum
5 simultaneously, efficiently, and without the unnecessary duplication of effort and
6 expense that numerous individual actions would engender. Further, as damages
7 suffered by each individual member of the classes may be relatively small, the
8 expenses and burden of the individual litigation would make it difficult or impossible
9 for individual members of the class to redress the wrongs done to them, and an
10 important public interest will be served by addressing the matter as a class action.
11 The cost to the court system of adjudication of such individualized litigation would be
12 substantial. Individualized litigation would also present the potential for inconsistent
13 or contradictory judgments.

14 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
15 management of this action that would preclude its maintenance as a class action.

16 GENERAL ALLEGATIONS

17 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as
18 though fully set forth herein.

19 16. Plaintiff began working for Defendants in October 2021 as a Bartender and Event
20 Staff.

21 17. Defendants told Plaintiff she would was hired as an "employee," but purposefully
22 misclassified Plaintiff as an Independent Contractor. Plaintiff did not know she was being
23 treated as an independent contractor until she received an IRS Form 1099 for year 2021 in the
24 beginning of 2022, and learned that Defendant had not withheld any taxes from her wages.
25 Plaintiff also received an IRS Forms W-2 that falsely reported she earned zero employee wages.

26 18. Defendants, and each of them, are temporary services employers, as that term is
27 defined within Labor Code section 201.3, with contractual relationships to provide services of
28 one or more individuals as bartenders, waitstaff, servers, and other temporary service jobs, at

1 event centers throughout California. As such, Plaintiff and similarly situated employees were
2 entitled to receive all wages due and payable, including tips, at the end of each day, regardless of
3 when the assignment ends, and at the latest no less frequently than weekly, and not later than the
4 regular payday of following workweek. Plaintiff and similarly situated employees never received
5 their pay in the same day, and regularly received paychecks late, even up to two (2) months late.

6 19. Plaintiff and similarly situated employees worked for Defendants, who are joint
7 employers, as non-exempt employees in California, but were misclassified as “independent
8 contractors.” Plaintiff and similarly situated employees were paid on an hourly basis. Plaintiff
9 and similarly situated employees were entitled to receive tips earned, but Defendants failed and
10 refused to account for tips which were “pooled,” and shorted Plaintiff and similarly situated
11 employees on earned tips.

12 20. Because Plaintiff and similarly situated employees were misclassified as
13 “independent contractors,” Defendants failed to withhold appropriate taxes, including
14 unemployment insurance, income tax, social security, and other taxes, from Plaintiff and
15 similarly situated employees’ paychecks, and issued IRS form 1099s rather than IRS form W-2s.
16 Plaintiff and similarly situated employees’ IRS form 1099s combined wages and tips and
17 illegally identified both as “non employee compensation.”

18 21. Plaintiff and similarly situated employees were threatened in writing with
19 termination if they communicated with each other about their pay. Plaintiff and similarly situated
20 employees were not paid reporting time pay when they scheduled for a job and were sent home
21 without work. Plaintiff and similarly situated employees were not reimbursed for mileage and
22 other business-related expenses, including use of cell phones and required cell phone apps.

23 22. Plaintiff and similarly situated employees were not provided with meal and rest
24 breaks, and/or accurate premium pay for missed meal and rest periods. Defendants also failed to
25 pay Plaintiff and similarly situated employees all overtime wages and all minimum wages
26 because Defendant(s) misclassified them as “independent contractors.” The time records for
27 Plaintiff and similarly situated employees also reflect no clock out for meal breaks. Defendants
28 failed to keep all required, accurate, time and pay records for employees.

1 23. Plaintiff, and other similarly situated aggrieved employees, could not have been
2 appropriately classified as independent contractors. See *Dynamex Operations W., Inc. v.*
3 *Superior Court*, 4 Cal. 5th 903, 916, 416 P.3d 1, 7 (2018) (“[T]he wage order’s suffer or permit
4 to work definition must be interpreted broadly to treat as ‘employees,’ and thereby provide the
5 wage order’s protection to, all workers who would ordinarily be viewed as working in the hiring
6 business.”) (original emphasis). The California Supreme Court’s recent *Dynamex* test holds that
7 a hiring entity can prove that a worker is not an employee only if it meets three conditions: “(A)
8 that the worker is free from the control and direction of the hirer in connection with the
9 performance of the work, both under the contract for the performance of such work and in fact;
10 (B) that the worker performs work that is outside the usual course of the hiring entity’s business;
11 and (C) that the worker is customarily engaged in an independently established trade, occupation,
12 or business of the same nature as the work performed for the hiring entity.” *Dynamex*, 4 Cal. 5th
13 at 916–17.

14 24. Plaintiff, and other similarly situated aggrieved employees, were not free from
15 direction and control; their work was and is integrally involved with the business of Defendants;
16 and they were and are not engaged in an independently established trade or business.

17 25. Even before the California Supreme Court simplified the employment-relationship
18 test in *Dynamex*, Defendants would still be unable to satisfy the older test focused on additional
19 factors. See *JKH Enters. v. Dept. of Industr. Relat.*, 142 Cal. App. 4th 1046 (2006). Specifically,

20 • Plaintiff, and other similarly situated aggrieved employees, were not engaged in a
21 distinct occupation or business apart from Defendant;

22 • The work is the kind of work and occupation which is usually done under the
23 supervision of the employer;

24 • The work was in fact performed under close supervision of Defendants;

25 • The length of time in which services were performed was extended and continuous;

26 • The work was a part of the regular business of Defendants.
27
28

1 26. While Plaintiff was misclassified as an independent contractor, Defendants saved
2 money, but Plaintiff suffered significant financial loss. She was underpaid wages and was forced
3 to pay for her own business expenses, and did not have the benefit of employer sponsored
4 benefits and contributions.

5 27. Plaintiff and similarly situated employees regularly worked over eight (8) hours a
6 day and/or forty (40) hours a week. Defendants did not pay Plaintiff and similarly situated
7 employees all overtime and/or minimum wages earned during their employment. On information
8 and belief, Defendants did not accurately calculate the regular rate of pay when paying overtime
9 wages.

10 28. Nor did Plaintiff, and any similarly aggrieved employees, receive wage statements
11 in compliance with California Labor Code section 226.

12 29. Defendants did not provide Plaintiff and similarly aggrieved employees all wages
13 owed upon their termination or within seventy-two (72) hours of their separation from
14 employment.

15 30. Plaintiff brings this Class Action on behalf of herself and similarly situated
16 employees in order to fully compensate herself and Class Members for their losses incurred
17 during the class period caused by Defendants' uniform policies and practices which failed to
18 lawfully compensate these employees.

19 31. Defendants' uniform policies and practices alleged herein were unlawful, unfair
20 and deceptive business practices whereby Defendants retained and continues to retain wages due
21 Plaintiff and the other Class Members. Plaintiff and the other Class Members seek an injunction
22 enjoining such conduct by Defendants in the future, relief for the named Plaintiff and the other
23 Class Members who have been economically injured by Defendants' past and current unlawful
24 conduct, and all other appropriate legal and equitable relief.

25 **FIRST CAUSE OF ACTION**
26 **UNFAIR COMPETITION**

27 32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as
28 though fully set forth herein.

33. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See Cal. Bus. and Prof. Code §§ 17200 et seq.*

34. Defendants committed numerous violations of the California Labor Code throughout the employment relationship.

35. Plaintiff is also informed and believes and thereon alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

36. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution as a result of its unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

37. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 36 as though fully set forth herein.

38. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of

1 the period for which the employee is paid, (7) the name of the
2 employee and the last four digits of his or her social security number
3 or an employee identification number other than a social security
4 number, (8) the name and address of the legal entity that is the
5 employer and, if the employer is a farm labor contractor, as defined
6 in subdivision (b) of Section 1682, the name and address of the legal
7 entity that secured the services of the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the
10 employee. The deductions made from payment of wages shall be
11 recorded in ink or other indelible form, properly dated, showing the
12 month, day, and year, and a copy of the statement and the record of
13 the deductions shall be kept on file by the employer for at least three
14 years at the place of employment or at a central location within the
15 State of California.

16 39. Defendants failed to provide an itemized statement or failed to provide an accurate
17 and complete itemized statement showing the requirements set forth in Labor Code section
18 226(a). Defendant failed to list on the wage statements provided to Plaintiff and similarly
19 situated employees wage statements listing all hour worked and the applicable rates of pay and
20 overtime rate. Plaintiff alleges that Defendants failed to provide accurate itemized wage
21 statements in accordance with Labor Code section 226(a) to all members of the Labor Code
22 Class.

23 40. Additionally, Plaintiff alleges she suffered injury as a result of Defendants'
24 knowing and intentional failure to provide accurate and complete information as required by any
25 one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
26 Plaintiff cannot promptly and easily determine (i.e. a reasonable person in each Plaintiff's
27 position would not be able to readily ascertain the information without reference to other
28 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

 41. As a proximate cause of Defendants' failure to provide accurate statements,
Plaintiff and Class Members were damaged and are entitled to statutory and civil penalties under
the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

THIRD CAUSE OF ACTION
(Failure to Pay Minimum Wage for All Hours Worked)

1 42. Plaintiff hereby incorporates by reference Paragraphs 1 through 41 of this
2 Complaint as if fully set forth herein and for a cause of action alleges as follows:

3 43. Defendants were required to compensate Plaintiff with at least the State's
4 minimum wage for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW
5 Order-2017.

6 44. Defendants were aware of their obligation to pay the minimum wages but failed to
7 do so.

8 45. Defendants' conduct described herein violates California Labor Code section
9 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and the Plaintiff
10 Class have been damaged and deprived of minimum wages, in an amount to be established at
11 trial. Plaintiff and the Plaintiff Class now seek these wages, liquidated damages pursuant to
12 California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to
13 California Labor Code sections 1194.

14 **FOURTH CAUSE OF ACTION**
15 **(Failure to Provide Meal and Rest Periods)**

16 46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as
17 though fully set forth herein.

18 47. An employer must provide an employee a meal period and/or rest period in
19 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

20 48. Labor Code section 512 and Wage Order 16-2001, section 10(A) require an
21 employer to provide a meal period of not less than thirty (30) minutes for each work period of
22 more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the
23 employer must provide a second meal period.

24 49. Wage Order 16-2001 section 11(A) requires an employer to provide a rest period
25 of not less than ten (10) minutes for each work period of more than four (4) hours or a major
26 fraction thereof.

27 50. Plaintiff alleges that Defendants failed to provide Plaintiff and similarly situated
28 employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiff

1 and similarly situated employees worked more than five (5) hours in a day, or to take a second
2 meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly
3 situated employees worked more than ten (10) hours in a day.

4 51. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten
5 (10) minutes for each work period that she and similarly situated employees worked for four (4)
6 hours or major fraction thereof.

7 52. As a proximate cause of Defendants' failure to provide meal and rest periods,
8 Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of
9 compensation for each meal period or rest period not provided, as a wage, from three (3) years of
10 the filing of this action, in an amount to be established at trial. See Labor Code § 226.7 and
11 Wage Order 16-2001 §§ 10(F), 11(D).

12 **FIFTH CAUSE OF ACTION**
13 **(Waiting Time Penalties)**

14 53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as
15 though fully set forth herein.

16 54. An employer must pay an employee who is terminated all unpaid wages
17 immediately upon termination. California Labor Code § 201.

18 55. An employer who willfully fails to pay an employee wages in accordance with
19 California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of
20 up to thirty (30) days. California Labor Code § 203.

21 56. Plaintiff and similarly situated employees did not receive all wages at their
22 termination or separation from employment, including, but not limited to, unpaid overtime and
23 minimum wages, and unpaid meal period penalties.

24 57. Defendants knew of their obligation to pay Plaintiff and Class Members and
25 Defendants' failure to pay all wages was in complete disregard of their obligations. Such
26 conduct shows Defendants' knowledge of their obligation to pay all wages owed upon
27 termination and willful refusal.
28

1 58. As a proximate result of the Defendants' conduct, Plaintiff and Class members
2 have been damaged and deprived of their wages and thereby seek their daily rate of pay
3 multiplied by thirty (30) days for Defendants' failure to pay all wages due.

4 **SIXTH CAUSE OF ACTION**
5 **(Failure to Pay Overtime Wages)**

6 59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as
7 though fully set forth herein.

8 60. During the period Plaintiff and similarly situated employees were employed by
9 Defendants, Defendants were required to compensate them one and one-half (1½) times the
10 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
11 per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
12 hours per day. See California Labor Code §§ 510, 1194. Although Plaintiff and similarly
13 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
14 per week, Defendants failed to pay all overtime wages owed to them.

15 61. Plaintiff and Class members were non-exempt employees under the
16 administrative, executive, or professional exemptions of the applicable Wage Order and
17 California Labor Code section 510.

18 62. Defendants' conduct described herein violates California Labor Code sections 510
19 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff and Class
20 members have been damaged and deprived of overtime wages, in an amount to be established at
21 trial. Plaintiff now seeks these wages, attorney's fees and costs, and interest pursuant to
22 California Labor Code sections 1194.

23
24 **SEVENTH CAUSE OF ACTION**
25 **(Failure to Reimburse Business Expenses)**

26 63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as
27 though fully set forth herein.
28

64. Labor Code section 2802(a) states that “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.”

65. Defendants knew that Plaintiff and members of the Class incurred expenses for work purposes, including but not necessarily limited to tools and overnight hotel expenses. However, Defendants did not reimburse Plaintiff or members of the Class for these expenses.

66. Defendants' conduct described herein violated California Labor Code section 2802. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have been damaged in an amount to be established at trial, and are entitled to recover these damages, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

EIGHTH CAUSE OF ACTION
(Failure to Timely Pay Wages During Employment (Cal. Lab. Code § 201.3))

67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully set forth herein.

68. Labor Code section 201.3 sets forth the timing for payment of wages for employees working for a temporary service employer.

69. Defendants are temporary service employers within the meaning of the statute and Defendants consistently paid Plaintiff and members of the class later than required by the statute.

70. Defendants' conduct described herein violated California Labor Code section 201.3. As a proximate result of Defendants' conduct, Plaintiff and members of the Class have been damaged in an amount to be established at trial, and are entitled to recover these damages, civil penalties, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. For an order certifying the class and sub-classes;

3. For an order certifying Plaintiff's counsel as class counsel;
4. For an order appointing Plaintiff as class representative;
5. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
8. For injunctive relief;
9. For an award of prejudgment and post-judgment interest; and
10. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: April 1, 2022

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff KALI BATES
and the Class

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: April 1, 2022

Castle Law: California Employment Counsel, PC

By: 

Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff KALI BATES
and the Class

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court

Kali Bates et al Plaintiff/Petitioner(s) VS. MVP Event Productions, LLC et al Defendant/Respondent(s)	No. 34-2022-00317653-CU-OE-GDS Date: 01/10/2025 Time: 3:23 PM Dept: 23 Judge: Jill H. Talley ORDER re: Ruling on Submitted Matter
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The Court, having taken the matter under submission on 01/10/2025, now rules as follows:

Having taken Plaintiffs Kali Bates and Michael Johnson's ("Plaintiffs") motion for final approval of class action and Private Attorneys General Action ("PAGA") settlement under submission to consider the Parties' argument and the supplemental brief filed on January 10, 2025, the Court now issues this submitted matter ruling.

The Court required an appearance for the Parties to address the Court's concern regarding the fact that the PAGA portion of the settlement was a claims-made settlement. At the hearing, Plaintiffs' counsel argued that the claims-made process for the PAGA portion is appropriate here in light of the fact that settling Defendant Legends Hospitality, LLC ("Legends") did not have adequate and information necessary to process and report payments to the IRS for a majority of employees. This is due to the fact that Defendant MVP Productions, LLC ("MVP"), the staffing agency Legends used, stopped participating in this case. Plaintiff also cited *Rincon v. West Coast Tomato Growers, LLC* (S.D. 2018) 2018 WL 828104 in support of the claims-made process. In *Rincon*, the federal court granted a motion to approve a PAGA settlement wherein aggrieved employees had to submit a claim form if they wished to participate in the settlement. (*Id.* at *2.) The Court finds that, under the unique circumstances presented in this case and the fact that notice went out regarding the claims process, the claims-made settlement process as to the PAGA portion settlement is appropriate. The Court further notes that no objectors appeared at the final approval hearing. Accordingly, the Court GRANTS final approval of this class and PAGA settlement.

Overview

On April 1, 2022, Plaintiff Bates filed this wage and hour class action against MVP and Legends. On May 18, 2022, Plaintiff Johnson filed a class action against the same defendants alleging the same or similar claims. On October 25, 2022, Plaintiff Bates filed a First Amended Complaint that added Plaintiff Johnson to the action and added a representative claim pursuant to PAGA. On July 31, 2024, Plaintiffs filed a second amended complaint that includes allegations from Plaintiff Johnson's original lawsuit, includes additional Labor Code sections from Plaintiff Johnson's amended PAGA letter, and matches the scope of the resolution reached by Plaintiffs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court

and Defendant at mediation. The operative Second Amended Complaint alleges the following causes of action: (1) unfair competition; (2) failure to provide accurate wage statements; (3) failure to pay minimum wage for all hours worked; (4) failure to provide meal and rest periods; (5) waiting time penalties; (6) failure to pay overtime wages; (7) failure to reimburse business expenses; (8) failure to timely pay wages during employment; and (9) civil penalties pursuant to PAGA.

Plaintiffs and Legends engaged in informal discovery. (Rodriguez Decl. ¶ 8.) Legends produced a representative sampling of employee timecard data, workweeks during the claim period, a temporary staffing services agreement Legends had with MVP Productions. (*Ibid.*) The informal discovery covered all aspects of the asserted claims. (*Ibid.*) On July 12, 2023, the Plaintiffs and Legends participated in a mediation with Brandon McKelvey, Esq. and were able to reach a settlement. (*Id.* at ¶ 9.) The settlement does not include MVP, which is currently an unrepresented entity and has not participated in this litigation for approximately 2 years. (*Id.* at ¶¶ 12-13.)

Plaintiffs and Legends have entered into a written settlement agreement. (Ex. A (“Agreement”).) Due to MVP’s non-participation in this case and its acting as a staffing agency for Legends, Legends did not have contact information for the entire class. (Rodriguez Decl. ¶ 14.) Accordingly, this is a claims-made settlement crafted in a way that first provided the ability to attempt obtaining Class Member information from MVP in order to supplement the information Legends has for Class Members. Despite the Claims-made nature of the settlement, the settlement is also non-reversionary. (Agreement ¶ 5.1.) Given the circumstances presented in the motion, the Court agrees that the claims-made process is appropriate.

On July 26, 2024, the Court granted preliminary approval. MVP did not respond to the portion of the order directing it to provide contact information for class members. Plaintiffs formally served the order on MVP at its last known address. (Rodriguez Decl. ¶ 13.) Plaintiffs’ counsel also called the last known phone number for MVP, but received an automated message that the number was no longer in service. (*Ibid.*) On September 18, 2024, Plaintiffs’ counsel sent a letter to MVP at their last known address with a copy of the preliminary approval order, identifying the Claims Administrator, and providing the direct contact information for the Claims Administrator case manager. (*Ibid.*) The letter also warned that monetary sanctions could result from failure to comply with the order. (*Ibid.*) MVP did not respond to any of these communications. (*Ibid.*) Plaintiffs state that “MVP has effectively ceased operations . . .” (MPA 7:6-7.)

Plaintiffs now seek final approval of this class and representative action settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

Settlement Class Certification

The Court preliminarily certified the following settlement class: all individuals who were staffed to Legends by MVP and performed work for Legends, whether as an employee or independent contractor, at any time from April 1, 2018 and up to December 22, 2023. (Agreement ¶¶ 1.9-1.10.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court

At the preliminary approval stage, Plaintiffs estimated a settlement class of 1,687 individuals. (Berzin Decl. in Support of Preliminary Approval ¶ 11.) Of the 1,687 individuals, Legends had email addresses for 606, phone numbers for 257, and mailing addresses for 369. (Rovertoni Decl. ¶ 5.) The settlement administrator performed a skip trace to obtain addresses or more current addresses. (*Id.* at ¶ 6.) There was not enough information to skip trace for 1,098 individuals. (*Ibid.*) No one from MVP contacted or provided the settlement administrator with contact information for class members. (*Id.* at ¶ 7.) The claim administrator created an interactive website to allow Class Members to obtain electronic copies of the Notice Packet, Agreement, the preliminary approval motion, and the Court's order granting preliminary approval. The website also allowed Class Members to submit Claim Forms electronically. (*Ibid.*) On September 23, 2024, Notice Packets were sent: (1) by mail to the 369 Class Members with mailing addresses; and (2) by email to the 587 Class Members with email addresses. (*Id.* at ¶ 9.) The Claims Administrator also published notices to print news media outlets in areas where Class Members worked during the Class Period. (*Id.* at ¶ 10.) On November 13, 2024, the Claims Administrator performed an additional skip trace and did the following: (1) mailed reminder post cards to all Class Members who whom they had contact information and had not yet submitted a claim form; and (2) sent further email notices to all Class Members for whom they had such information and who had not submitted a Claim Form. Ultimately, 27 mailed Notice Packets were undeliverable after the Claims Administrator performed the skip trace. (*Id.* at ¶¶ 13-15.) The Court finds that the forms of notice provided were sufficient under the circumstances of this case.

The deadline to respond to the Notice was November 22, 2024. As of December 16, 2024, there were two opt-out requests, zero submitted objections, and 93 claim forms. (Rovertoni Decl. ¶¶ 16-18.) Accordingly, there are 93 Participating Class Members. The Parties agreed that any further Claim Forms submitted up to the final approval hearing should be accepted as timely. (Rodriguez Decl. ¶ 16.) The Court finds that the circumstances presented support certification of the class for settlement purposes. The Court therefore certifies the proposed class for settlement purposes only.

Aggrieved Employees

Aggrieved Employees are defined as: all individuals who were staffed to Legends by MVP and performed work for Legends, whether as an employee or independent contract, at any time from March 23, 2021 up to December 22, 2023. (Agreement ¶¶ 1.2 & 1.27.) Aggrieved Employees will receive their share of the PAGA penalty regardless of whether they opt out of the Class portion of the settlement. (*Id.* at ¶ 7.5.1 & Ex. 1 ("Class Notice").) Counsel submitted a copy of the motion and Agreement to the Labor and Workforce Development Agency ("LWDA") and attached proof of submission. (Rodriguez Decl. ¶ 30; Ex. E.) There are 92 Participating Aggrieved Employees. (Rovertoni Decl. ¶ 19.)

Class Representatives

The Court appoints Plaintiffs as Class Representatives for settlement purposes only.

Class Counsel

The Court appoints Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda &

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court

Rodriguez Law, PC and Tim Del Castillo and Lisa Bradner of Castle Law: California Employment Counsel, PC as Class Counsel for settlement purposes only.

Fair, Adequate and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at 1802.) In making its fairness determination, the Court considers the strength of the Plaintiffs’ case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, and the experience and views of counsel. (*Id.* at 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a claims-made, non-reversionary settlement. Legends will pay the Gross Settlement Amount (“GSA”) of \$175,000 and will separately pay any employer tax obligations. (Agreement ¶ 5.1.) The following will be paid out of the GSA: (1) attorneys’ fees equaling 35% of the GSA (\$61,250) and litigation costs in the amount of \$17,295.28 to Class Counsel; (2) administration costs in the amount of \$20,200; (3) an enhancement award to each Class Representative in the amount of \$10,000; (4) individual Class payments; and (5) a PAGA Penalty of \$10,000 (75% of which will be paid to the LWDA and 25% of which will be paid to Participating Aggrieved Employees). (*Id.* at ¶¶ 5.2-5.5; Rovertoni Decl. ¶ 22; Del Castillo Decl. ¶¶ 16-19; Rodriguez Decl. ¶¶ 25-28; Exs. D & F.)

Plaintiffs request attorney’s fees equaling 35% of the GSA. Plaintiffs argue that the \$61,250 award is appropriate because it represents a negative multiplier when compared with counsels’ lodestar of \$200,880. (Del Castillo Decl. ¶ 18; Ex. F.) The Court agrees that the 35% award is appropriate based on counsels’ showing. Accordingly, the Court awards \$61,250 in attorneys’ fees. The Court also awards \$17,295.28 in litigation costs and the requested enhancement awards of \$10,000 for each Class Representative.

For tax purposes, individual settlement payments will be allocated as follows: 1/3 will be treated as wages and 2/3 will be treated as interest and penalties. (Agreement ¶¶ 5.9.1-5.9.2.) PAGA Payments will be treated entirely as penalties. (*Id.* at ¶ 5.9.3.) Any funds from checks that are uncashed after 180 days will be donated equally to Capital Pro Bono, Inc. and the Center for Workers’ Rights under the *cy pres* doctrine. (*Id.* at ¶¶ 5.6 & 7.9.) The average class member payment based on 93 Participating Class Members is estimated to be \$497.36. (Rovertoni Decl. ¶ 20.)

Disposition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court

The Court finds that the settlement is fair, reasonable and adequate in light of all of the circumstances presented in the moving and supplemental papers. No objection was made by any class member at the hearing on this matter. The Court will sign the proposed order and judgment. The Court also awards attorney's fees, costs, and enhancement awards in the amounts requested.

The Court sets a settlement compliance hearing for October 3, 2025 at 10:30 a.m. in this department. At least **15** days prior to the hearing, counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

Counsel for Plaintiffs is directed to notice all parties of this order.

Status Conference re: settlement compliance is scheduled for 10/03/2025 at 10:30 AM in Department 23 at Gordon D. Schaber Superior Court.

Certificate of Mailing is attached.

Δατεδ: 01/10/2025



Jill H. Talley, Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Gordon D. Schaber Superior Court 720 Ninth Street, Sacramento, CA 95814	
PLAINTIFF/PETITIONER: Kali Bates et al	
DEFENDANT/RESPONDENT: MVP Event Productions, LLC et al	CASE NUMBER: 34-2022-00317653-CU-OE-GDS
CERTIFICATE OF MAILING	

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Order re: Ruling on Submitted Matter upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Sacramento, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Penny Chen
K&L Gates LLP
10100 Santa Monica Blvd.
8th Floor
Los Angeles, CA 90067

Justin Paul Rodriguez
Shimoda & Rodriguez Law, PC
9401 E Stockton Blvd
Suite 120
Elk Grove, CA 95624

Dated: 01/13/2025

By:

/s/ T. Shaddix
T. Shaddix, Deputy Clerk

CERTIFICATE OF MAILING

EXHIBIT 3

12/16/2024

By: A. Turner Deputy

1 Timothy B. Del Castillo (SBN: 277296)

2 Lisa L. Bradner (SBN: 197952)

3 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**

2999 Douglas Blvd., Suite 180

3 Roseville, CA 95661

Telephone: (916) 245-0122

4 Attorneys for Plaintiff KALI BATES

5 on behalf of herself and similarly situated employees

6 Galen T. Shimoda (Cal. State Bar No. 226752)

7 Justin P. Rodriguez (Cal. State Bar No. 278275)

Renald Konini (Cal. State Bar No. 312080)

8 **Shimoda & Rodriguez Law, PC**

9401 East Stockton Boulevard, Suite 120

9 Elk Grove, CA 95624

Telephone: (916) 525-0716

10 Facsimile: (916) 760-3733

11 Attorneys for Plaintiff MICHAEL JOHNSON

on behalf of himself and similarly situated employees

12
13 **SUPERIOR COURT OF CALIFORNIA**14 **FOR THE COUNTY OF SACRAMENTO**15 KALI BATES and MICHAEL JOHNSON,
16 individually and on behalf of all other similarly
17 situated employees,

18 Plaintiff,

19 vs.

20 MVP EVENT PRODUCTIONS, LLC, and
21 LEGENDS HOSPITALITY, LLC; DOES 1
THROUGH 20, INCLUSIVE,

22 Defendants.

Case No.: 34-2022-00317653

Assigned for All Purposes to Hon. Jill Talley,
Department 2323 **DECLARATION OF KATHERINE**
24 **ROVERTONI OF APEX CLASS ACTION,**
25 **LLC, IN SUPPORT OF MOTION FOR FINAL**
26 **APPROVAL OF CLASS ACTION**
27 **SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

Trial Date: None Set

1 I, Katherine Rovertoni, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the
5 Court to serve as the Settlement Administrator for the above captioned *Bates, et al. v. MVP Event*
6 *Productions, LLC, et al.* matter. On behalf of both Apex and myself, I possess the authority to issue this
7 declaration. I am personally acquainted with the information contained herein, and in the event of being
8 summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding
9 these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 15 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration. In
13 addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by
17 the Court to provide notification services and claims administration, pursuant to the terms of the
18 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to
19 be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing, emailing, and
20 mailing the *Notice Of Proposed Class Action Settlement And Hearing Date For Final Court Approval of*
21 *Settlement* and Claim Form (collectively referred to as “Notice Packet”) in English and Spanish; (b) publishing
22 notices in several print news media outlets located in markets worked by Class Members; (c) maintaining
23 an interactive website wherein Class Members could obtain relevant settlement documents, the motion for
24 preliminary approval, and submit Claim Forms electronically, (d) receiving and processing requests to
25 opt-out and Claim Forms; (e) resolving disputes among Class Members and Aggrieved Employees
26 regarding the number of workweeks recorded by Defendants during the Class Period and PAGA Period,
27 respectively, as stated on their individualized Notice Packet; (f) calculating individual settlement award
28 amounts; (g) processing and mailing settlement award checks; (h) handling tax withholdings as required

1 by the Settlement and the law; (i) preparing, issuing and filing tax returns and other applicable tax forms;
2 (j) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (k)
3 undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex
4 to perform.

5 4. On August 27, 2024, Counsel for the Plaintiff provided Apex with all the Court-approved
6 content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received
7 approval from the Parties' Counsel before being mailed.

8 5. On September 9, 2024, Counsel for the Defendant Legends Hospitality, LLC
9 ("Defendant") provided Apex with a class data file ("Class List") containing information for 1,687
10 individuals. The Class List included the names, last known email addresses, last known phone numbers,
11 begin date staffed, end date staffed, and the total number of relevant workweeks worked and PAGA pay
12 periods by each Class Member. The data file was successfully uploaded to our database, where it
13 underwent a thorough review to identify any duplicates or potential inconsistencies. Of the 1,687 total
14 records, 369 had mailing addresses and/or we were able to obtain mailing addresses via skip trace from
15 the data provided. Of the 1,687 total records, 606 had email addresses and 357 had phone numbers for
16 the Class Members that were used to find the most up to date contact information for each Class Member
17 through skip trace efforts.

18 6. After confirming that Plaintiffs' and Defendant's counsel did not have any further contact
19 information for Class Members, Apex then attempted a skip trace using the available information to obtain
20 addresses and/or the most current addresses. However, 1,098 records did not contain enough information
21 to skip trace or directly provide notice to Class Members after exhausting these methods.

22 7. During this process, no one from MVP Event Productions, LLP ("MVP"), contacted or
23 provided us with any contact information for Class Members. Because we were not able to get into contact
24 with MVP regarding settlement administration for this case, we were not able to provide them with any
25 social media add to post on MVP's and/or Ridgeview Vista, Inc.'s, social media sites. Pursuant to the
26 Agreement, an interactive website was created (<https://apexclassaction.com/mvp/>) to allow Class Members
27 to obtain electronic copies of the Notice Packet, Agreement, Plaintiffs' motion for preliminary approval, and
28

the Court's Order granting preliminary approval. The website also allowed Class Members to submit Claim Forms electronically.

8. In preparation for the mailing process, the 369 mailing addresses contained in the Class List and/or that we were able to obtain via skip trace from the information provided on the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Class Members' mailing addresses before sending out the Notice Packet. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet. However, in cases where no updated address was found in the NCOA database, the original address provided by Defendant's counsel or obtained via skip trace was used for the mailing of the Notice Packet.

9. On September 23, 2024, the Notice Packet was sent in English and Spanish to all 369 Class Members for whom we were able to locate a mailing address using U.S First Class Mail. We also sent the Notice Packet, in English and Spanish, via email to the 587 individuals with a valid email address from those we were originally provided in in the Class List. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

10. In addition to sending the Notice Packet via mail and email to those Class Members we had such information for, we worked with several print news media outlets in areas where Class Members worked during the Class Period. Counsel for the Parties provided the original list of media outlets to utilize for the publishing. However, there were several that were not responsive to our attempts to publish during the settlement administration process or informed us that they were no longer able to accommodate the publishing. We worked with Counsel for the Parties to identify appropriate alternatives covering the same or similar areas of the public. The publications and dates notice were published are as follows:

Publication	Publish Date
Anaheim Bulletin	10/10/2024
Bay Area Observer	10/10/2024
Herald Publications (Inglewood News)	10/10/2024

Inland Valley Daily Bulletin	10/3/2024
Los Angeles Downtown News	10/21/2024
Palo Alto Weekly	10/4/2024
Irvine World News	10/10/2024
Sacramento Gazette	10/4/2024
Territorial Dispatch	10/11/2024
Los Angeles Bulletin	10/1/2024

11. Due to space limitations given by the publications, a verbatim copy of the Notice Packet was not able to be used. We worked with Counsel for the Parties to create an abbreviated copy of the Notice Packet that effectively provided Class Members with the means to obtain all relevant information about the Settlement. An example of the abbreviated notice is Attached as **Exhibit B** to this declaration, which is a proof copy of the notice posted in the Sacramento Gazette. The abbreviated notice details the case name and number, the parties to the case, a recitation of the claims, the terms of the settlement, the participating options for Class Members, the releases, the date and location of the final approval hearing, the case website, and the toll-free number Class Members may call to obtain more information.

12. On November 13, 2024, Apex performed an additional skip trace and sent reminder post cards to all Class Members for whom we had such contact information and who had not yet submitted a Claim Form. On November 13, 2024, we also sent a further email notice to all Class Members for whom we had such contact information and who had not yet submitted a Claim Form.

13. As of the date of this declaration, our office received 57 Notice Packets returned as undeliverable. Of the 57 returned Notice Packets, none were returned with a forwarding address. Therefore, Apex conducted a computerized skip trace on the 57 returned Notice Packets in order to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining 30 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class Mail.

14. As of the date of this declaration, there have been 30 Notice Packets re-mailed as a result of Apex's skip-tracing efforts.

1 15. As of the date of this declaration, 27 Notice Packets have been considered undeliverable
2 as no updated address was found despite conducting skip tracing.

3 16. As of the date of this declaration, Apex has received 2 requests to opt-out. The Class
4 Members who opted out include Domingo Murchison and Tyrus Ambrose. The deadline for submitting
5 a request to opt-out of the Settlement was November 22, 2024.

6 17. As of the date of this declaration, Apex has not received any objections to the Settlement.
7 The deadline for submitting a written objection to the Settlement was November 22, 2024.

8 18. As of the date of this declaration, Apex has received 93 Claim Forms out of the 1,687
9 members who were eligible to submit them.

10 19. As of the date of this declaration, Apex will report 93 Participating Class Members, and 92
11 Participating Aggrieved Employees. No Class Member opted-out while also submitting a Claim Form to
12 receive payment only as a Participating Aggrieved Employee. The total number of workweeks worked by
13 Participating Class Members during the Class Period is 697 out of the total 5,023 for all Class Members.
14 The Net Settlement Amount available to Participating Class Members is estimated to be \$46,254.72 and
15 was calculated by subtracting the requested attorneys' fees (\$61,250.00), the amount requested for
16 litigation costs and expenses (\$17,295.28), the requested Enhancement Payments (\$20,000.00 total), the
17 requested Claims Administrator Costs (\$20,200.00), and the PAGA Payment (\$10,000.00) from the Gross
18 Settlement Amount (\$175,000.00).

19 20. The *highest* Individual Settlement Amount to a Participating Class Member is currently
20 estimated to be approximately \$7,764.42 and the *average* Individual Settlement Amount is currently
21 estimated to be approximately \$497.36. These amounts are subject to employee-side tax and withholdings.

22 21. Pursuant to the Agreement, 25% of the PAGA Payment (\$2,500.00) will be allocated to
23 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
24 cannot opt out of the PAGA settlement. There are 92 Participating Aggrieved Employees and 696 PAGA
25 pay periods.

26 22. Apex's comprehensive fees and costs for administering this Settlement, covering both
27 incurred and anticipated expenses, amount to \$20,200.00. Apex will proceed with additional tasks related
28 to this matter, such as calculating settlement award payments, issuing and mailing settlement award

1 checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually
2 agreed upon by the Parties or ordered by the Court for Apex to undertake.

3 I declare under penalty of perjury under the laws of the State of California and the United States
4 that the foregoing is true and correct, and that this Declaration was executed this 16th day of December
5 2024, in Irvine, California.

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8 *Katherine Rovertoni*

9 KATHERINE ROVERTONI
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Exhibit A

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

KALI BATES and MICHAEL JOHNSON, individually and on behalf
of all others similarly situated,

Plaintiffs,

vs.

MVP EVENTS PRODUCTIONS, LLC, and LEGENDS
HOSPITALITY, LLC; DOES 1 through 20, inclusive,

Defendants.

Case No. **34-2022-00317653**

**NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT**

TO: all individuals who were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee or independent contractor, at any time from April 1, 2018, up to December 22, 2023 (the “Class Members”).

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED
TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.**

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation of Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Michael Johnson and Kali Bates (“Plaintiffs” or “Class Representatives”), and Defendant Legends Hospitality, LLC (“Defendant”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member” and/or “Aggrieved Employee.”

Defendant’s records indicate that you worked “Class weeks” weeks during the applicable Class Period and “PAGA Pay Periods” weeks during the applicable PAGA Claim Period, which means your total share of the settlement proceeds is estimated to be “Est. Total Payment”. Your actual share of the settlement proceeds will vary depending on the total number of Class Members and Aggrieved Employees that file a Claim Form and do not opt out of the Settlement and the resolution of any workweek disputes as described in this notice.

If you believe the information provided above as to the number of your Qualifying Workweeks is incorrect and wish to dispute it, please contact the Claims Administrator at (800) 355 - 0700, no later than November 22, 2024.

**TO RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT, YOU MUST FILL OUT THE ENCLOSED CLAIM
FORM AND MAIL IT TO THE CLAIMS ADMINISTRATOR OR UPLOAD IT TO THE CLAIMS ADMINISTRATOR’S
WEBSITE ON OR BEFORE NOVEMBER 22, 2024.**

I. WHAT IS THIS CASE ABOUT?

Kali Bates and Michael Johnson were formerly staffed to perform work for Legends Hospitality, LLC by MVP Event Productions, LLC and are the “Plaintiffs” in this lawsuit. They are suing on behalf of themselves and Class Members. The term “Action” means this putative class action and Private Attorneys General Act of 2004 (“PAGA”) representative action pending in Sacramento County Superior Court, Case No. 34-2022-00317653. The Agreement applies to all Class Members, which are defined as all individuals who were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee or independent contractor, at any time from April 1, 2018, up to December 22, 2023 (“Class Period”). The Agreement also applies to Aggrieved Employees, which are defined as all individuals who were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee or independent contractor, at any time from March 23, 2021, up to December 22, 2023 (“PAGA Claim Period”).

Plaintiffs claim that Defendant engaged in unfair competition by misclassifying employees as independent contractors, failing to distribute tips that were pooled, threatening in writing with termination if employees communicated with each other about pay; failed to provide accurate wage statements; failed to pay minimum wages for all time worked; failed to provide meal and rest periods; failed to pay all wages owed upon termination; failed to pay overtime wages; failed to reimburse necessary business expenses; failed to timely pay wages in violation of Labor Code section 201.3; failed to comply with paid sick leave laws; and seeks associated civil penalties under the California Labor Code and PAGA.

Defendant strongly denies it engaged in any unlawful conduct. The Court has made no rulings on the merits of Plaintiffs’ claims or that the claim can be pursued on behalf of a class.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process.

Despite agreeing to and supporting the Agreement, Defendant continues to strongly deny all legal and factual allegations. By agreeing to settle, Defendant is not admitting liability on any of the factual or legal allegations or claims in this case or that this case can or should proceed as a class action. Defendant has entered into this Settlement to avoid disruption to operations and in recognition of the risks and expenses in continued litigation.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Settlement Amount

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and the Class Members for a total sum of One Hundred Seventy-Five Thousand Dollars (\$175,000) (“Gross Settlement Amount”).

This Gross Settlement Amount includes: (1) subject to Court approval, attorneys’ fees not to exceed 35% of the Gross Settlement Amount and attorneys’ costs not to exceed \$20,000; (2) Claims Administrator Costs estimated not to exceed \$25,000; (3) subject to Court approval, Class Representatives’ Enhancement Payment of \$10,000 each; and (4) \$10,000 for alleged PAGA penalties (the “PAGA Payment”). After deducting these amounts, the remaining funds (referred to as the “Net Settlement Amount”) will be distributed to all Class Members who do not opt out of the Settlement and Aggrieved Employees who have timely submitted a Claim Form, which is enclosed in this mailing. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount.

As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$10,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC (“Qualifying Workweeks”) during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Claim Amount”) is stated on the first page of this notice and the enclosed Claim Form. The actual Claim Amount you receive may be more or less than the amount stated depending on the actual number of Qualifying Workweeks by Participating Class Members (i.e., those who do not opt out of the Settlement and timely submit a Claim Form) and Participating Aggrieved Employees (i.e., those who timely submit a Claim Form), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Payment to Class Members who do not opt out will require the submission of a Claim Form. Payment to Aggrieved Employees of their share of the PAGA Payment will also require the submission of a Claim Form. Each Class Member’s share of the Net Settlement Amount shall be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Defendant shall pay out at least 100% of the Net Settlement Amount regardless of the claims rate. If less than 100% of the Net Settlement Amount is claimed by Participating Class Members, the Participating Class Members will have their individual shares of the Net Settlement Amount increased, pro rata, until 100% of the Net Settlement Amount is distributed to Participating Class Members.

Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. If less than 100% of the 25% portion of the PAGA Payment is claimed by Participating Aggrieved Employees, the Participating Aggrieved Employees will have their individual shares of the 25% portion of the PAGA Payment increased, pro rata, until 100% of the 25% portion of the PAGA Payment is distributed to Participating Aggrieved Employees. You must submit a Claim Form to receive your share of the PAGA Payment. If you submit a Claim Form, you will still receive your share of the PAGA Payment even if you opt out of being a Class Member.

Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant’s Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Claims Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendant's records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted to the Claims Administrator by the Class Member. The dispute must (a) state your full name, address, telephone number, and full social security number; (b) identify the nature of the dispute; (c) provide any information or documentation supporting the dispute; (d) be signed; and (e) be post-marked no later than November 22, 2024. The dispute will be resolved by the Claims Administrator based on the records and evidence provided.

D. Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members have the right and are encouraged to consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 1/3 of each Settlement Amount will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue, 2/3 will be allocated as alleged interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC and 1099-INT will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties. Again, you are encouraged to consult a tax advisor regarding the significance of how each Settlement Award is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

E. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases upon the Effective Date:

Class members who do not opt out will be deemed to have released 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):

- a. (i) failure to pay all regular wages, minimum wages, overtime wages due and liquidated damages; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices that could have been premised on the claims or causes of action described above or any of the claims or causes of action pleaded in the operative Complaint;
- b. 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
- c. 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 *Bates, et al. v. Legends Hospitality, LLC*, Sacramento County Superior Court, Case No. 34-2022-00317653-CU-OE-GDS, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement."

This release shall apply to claims arising during the Class Period. This release will cover all Class Members who do not opt-out regardless of whether they have submitted a Claim Form.

Aggrieved Employees will be deemed to have released any and all PAGA claims that could have been asserted under the California Labor Code Private Attorneys General Act of 2004 that reasonably arise out of or reasonably relate to the factual allegations in the operative Complaint in this Action or any PAGA notices submitted by Plaintiffs to the LWDA, for the PAGA Period. Aggrieved Employees cannot opt out of this waiver of PAGA claims.

The individuals released ("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 or any of its owners, directors, officers, or managing agents.

II. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?

Option 1 - Submit a Claim to Receive Your Share of the Net Settlement Amount

If you wish to receive your share of the Net Settlement Amount, you must complete and return the enclosed Claim Form post marked to P.O. Box 54668, Irvine, CA 92619 or uploaded to the Claims Administrator's website at <http://www.apexclassaction.com/mvp> no later than November 22, 2024. If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Net Settlement Amount no earlier than November 22, 2024. Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiffs and Participating Class Members and Participating Aggrieved Employees will be bound by the release of claims identified above. Failure to timely submit a Claim Form without opting out of the Settlement will cause you to be bound by release of claims identified above, but you will not receive any share of the Net Settlement Amount.

Option 2 - Do Nothing, and Be Bound by the Release, But Do Not Receive Your Share of the Net Settlement Amount

If you do nothing, and you do not opt out of the Settlement, you will be bound by the release of claims identified above, and you will not receive any share of the Net Settlement Amount.

Option 3 - Exclude Yourself from the Settlement as a Class Member

The Court will exclude you from the being a Class Member if you request this by November 22, 2024. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (i.e., "opt out") by submitting a timely written request to the Claims Administrator. The request to opt-out must (a) state your full name, address, telephone number and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (i.e. Bates, et al. v. MVP Event Productions, LLC., et al., 34-2022-00317653); (d) be signed; and (e) be post-marked no later than November 22, 2024. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

Apex Class Action, LLC
P.O. Box 54668,
Irvine, CA 92619
claims@apexclassaction.com
Telephone: (800) 355 – 0700

If you submit a request to opt out which is not postmarked by November 22, 2024, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. **Do not submit both a dispute and a request to opt out.** If you do, the request to opt out will be invalid, you will be a Participating Class Member, and you will be bound by the terms of the Settlement.

If you choose this **Option 2**, you will no longer be a Participating Class Member. Therefore, you (1) will not receive any payment from the Class Settlement; (2) will not be deemed to have released any of the class claims due to this Settlement; and (3) will be barred from filing an objection to the Settlement. However, if you are an Aggrieved Employee, your request to opt out will not affect the PAGA settlement, you will remain a Participating Aggrieved Employee and receive a settlement payment with respect to the PAGA claims only, and you will release the PAGA claims regardless of whether you choose to opt out of the Class Settlement.

Option 4 - Object to the Settlement

If you do not opt out of the Class Settlement, you can object to the terms of the Class Settlement. However, if the Court rejects your objection, you will still be bound by the Class Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may object to the Class Settlement either by mailing a written objection or appearing at the Final Approval Hearing. If you wish to object to the Class Settlement in writing, your written objection must (a) state your full name address, telephone number, and date of birth, as well as contact information for any attorney representing you for purposes of the objection; (b) provide evidence that you are, in fact, a Class Member; (c) state the factual and legal reasons for the objection(s), including any supporting papers, briefs, written evidence, declarations, and/or other evidence, if any; (d) identify the case name and number (i.e. Bates, et al. v. MVP Event Productions, LLC., et al., 34-2022-00317653) (e) be signed; and (f) be post-marked no later than November 22, 2024. The objection must be sent to the Claims Administrator at the address identified in Section III.B. If you intend to object to the Class Settlement but wish to receive your share of the Net Settlement Amount, you must timely submit your Claim Form as stated above. If the Court approves the Class Settlement despite any objections and you have not submitted a Claim Form, you will not receive your share of the Net Settlement Amount. Your objection will not affect the PAGA claims, and you will release your PAGA claims regardless of whether you choose to object.

You may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and the Claims Administrator.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and each Aggrieved Employee will release Defendant and the Released Parties from the Released Class Claims and Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 23,720 9th Street, Sacramento, CA 95814, on January 10, 2025, at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/my/sscdept23>. To join by phone: (833) 568-8864 / ID 16108301121. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Claims Administrator Costs, and the Class Representatives' Enhancement Payments. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing, but you are welcome to do so.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Claims Administrator's website: <https://www.apexclassaction.com/mvp>. All questions by Class Members regarding this Notice of Proposed Class Action Settlement and/or the Settlement should be directed to the Claims Administrator:

P.O. Box 54668,
Irvine, CA 92619
Telephone: (800) 355 - 0700
<https://www.apexclassaction.com/mvp>

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (800) 355 – 0700 OR VISIT <https://www.apexclassaction.com/mvp>

BY ORDER OF THE COURT

CLAIM FORM
Bates, et al. v. MVP Event Productions, LLC, et al.
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
CASE NO. 34-2022-00317653

You must complete and return this Claim Form by either first-class mail to the Claims Administrator at the address below or <http://www.apexclassaction.com/mvp> on or before November 22, 2024, to be eligible to receive your Claim Amount under the Agreement. To be considered timely, the Claim Form must be postmarked or uploaded to the website by November 22, 2024. Incomplete and/or late Claim Forms will be rejected. Your decision to submit or not submit this Claim Form will not affect your employment in any way.

MAIL TO:
Apex Class Action, LLC
P.O. Box 54668,
Irvine, CA 92619

INSTRUCTIONS

(1) Please provide the following information:

Full Social Security Number:

____ - ____ - _____

Full Name:

Job title:

Your Address:

Location(s) you worked at for Legends Hospitality:

(Optional): I can be reached by telephone at:

(____) _____

Dates of staffing at Legends Hospitality between April 1, 2018
until December 22, 2023:

Area Code

Home Telephone Number

(2) **Weeks Worked During Class Period:** According to Defendant's records, you were staffed to work 5 weeks for Legends Hospitality, LLC in California as Class Member during the Class Period of April 1, 2018 until December 22, 2023 and 5 weeks in California as an Aggrieved Employee during the PAGA Claim Period of March 23, 2021 until December 22, 2023. Your Claim Amount is estimated to be approximately \$ 41.06.

(3) If you disagree with the number of workweeks stated in Paragraph (2) above, you may send a letter to the Claims Administrator disputing the number of assigned workweeks in addition to the signed Claim Form. The letter must (a) state your full name, address, telephone number, and full social security number; (b) identify the nature of the dispute; (c) provide any information or documentation supporting the dispute; (d) be signed; and (e) be post-marked no later than November 22, 2024. Defendant's records will control unless you are able to provide documentation with this Claim Form that establishes otherwise. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Claims Administrator as described in the Notice of Settlement that accompanies this Claim Form.

Please Note: A portion of all Claim Amounts are subject to taxation and will be reported to the IRS and state tax authorities. You will receive an IRS Form 1099-MISC and W-2 covering your Claim Amount.

I declare under penalty of perjury under the laws of the State of California and the United States that I received a copy of and have had an opportunity to review the accompanying Notice of Settlement, that I am entitled to a Claim Amount for the Released Class Claims, and that the foregoing information is voluntary and true and correct to the best of my knowledge.

(Sign your name here)

Date

TRIBUNAL SUPERIOR DE CALIFORNIA
PARA EL CONDADO DE SACRAMENTO

KALI BATES y MICHAEL JOHNSON, individualmente y en
nombre de todos los demás en situaciones similares,

Demandantes,

vs.

MVP EVENTS PRODUCTIONS, LLC y LEGENDS
HOSPITALITY, LLC; DOES 1 a 20, inclusive,

Demandados.

Caso No. **34-2022-00317653**

**AVISO DE PROPUESTA DE ACCIÓN COLECTIVA Y
ACUERDO DE PAGA, Y FECHA DE AUDIENCIA
PARA APROBACIÓN FINAL DEL ACUERDO POR EL
TRIBUNAL**

PARA: todas las personas que fueron contratadas para Legends Hospitality, LLC por MVP Event Productions, LLC y realizaron trabajos para Legends Hospitality, LLC, ya sea como empleados o contratistas independientes, en cualquier momento entre el 1 de abril de 2018 y el 22 de diciembre de 2023 (los “Miembros del Grupo”).

**LEA ESTE AVISO ATENTAMENTE. SUS DERECHOS PUEDEN VERSE AFECTADOS. USTED PUEDE TENER
DERECHO A RECIBIR DINERO DE ESTE ACUERDO PROPUESTO.**

Usted recibe este aviso de conformidad con una orden del Tribunal Superior del Condado de Sacramento (“Tribunal”) que otorga la moción de los Demandantes para la aprobación preliminar de una Estipulación Conjunta sobre el Acuerdo y la Liberación de la Demanda Colectiva PAGA (“Conciliación” o “Acuerdo”) como justo, razonable y adecuado. El Acuerdo se celebró entre los Demandantes Michael Johnson y Kali Bates (“Demandantes” o “Representantes del Grupo”) y el Demandado Legends Hospitality, LLC (“Demandado”) en nombre de los Miembros del Grupo según se define anteriormente. Los términos del Acuerdo se describen en este documento. Usted recibe este aviso porque los registros del Demandado indican que usted se encuentra dentro de la definición de “Miembro del Grupo” y/o “Empleado Agraviado”.

Los registros del Demandado indican que usted trabajó “Class Weeks” semanas durante el Período del Grupo correspondiente y “PAGA Pay Periods” semanas durante el Período de Reclamo PAGA correspondiente, lo que significa que se estima que su parte total de los ingresos del acuerdo será de “Est. Total Payment”. Su parte real de los ingresos del acuerdo variará según la cantidad total de Miembros del Grupo y Empleados Agraviados que presenten un Formulario de Reclamo y no opten por no participar del Acuerdo y la resolución de cualquier disputa sobre las semanas laborales como se describe en este aviso.

Si usted cree que la información proporcionada anteriormente sobre el número de sus semanas laborales calificadas es incorrecta y desea disputarla, comuníquese con el Administrador de Reclamos al (800) 355 - 0700, a más tardar el 22 de noviembre de 2024.

PARA RECIBIR SU PARTE DEL MONTO NETO DEL ACUERDO, USTED DEBE COMPLETAR EL FORMULARIO DE RECLAMO ADJUNTO Y ENVIARLO POR CORREO AL ADMINISTRADOR DEL RECLAMOS O CARGARLO EN EL SITIO WEB DEL ADMINISTRADOR DE RECLAMOS EL 22 DE NOVIEMBRE DE 2024 O ANTES.

III. ¿DE QUE SE TRATA ESTE CASO?

Kali Bates y Michael Johnson fueron contratados anteriormente para realizar trabajos para Legends Hospitality, LLC por MVP Event Productions, LLC y son los "Demandantes" en esta demanda. Están demandando en nombre de ellos mismos y de los Miembros del Grupo. El término "Acción" significa esta supuesta demanda colectiva y la acción representativa de la Ley del Fiscal General Privado de 2004 ("PAGA") pendiente en el Tribunal Superior del Condado de Sacramento, Caso No. 34-2022-00317653. El Acuerdo se aplica a todos los Miembros del Grupo, que se definen como todas las personas que fueron contratadas para Legends Hospitality, LLC por MVP Event Productions, LLC y realizaron trabajos para Legends Hospitality, LLC, ya sea como empleados o contratistas independientes, en cualquier momento desde el 1 de abril de 2018 hasta el 22 de diciembre de 2023 (“Período del Grupo”). El Acuerdo también se aplica a los Empleados Agraviados, que se definen como todas las personas que fueron contratadas para Legends Hospitality, LLC por MVP Event Productions, LLC y realizaron trabajos para Legends Hospitality, LLC, ya sea como empleados o contratistas independientes, en cualquier momento desde el 23 de marzo de 2021 hasta el 22 de diciembre de 2023 (“Período del Grupo”).

Los Demandantes afirman que el Demandado participó en una competencia desleal al clasificar erróneamente a los empleados como contratistas independientes, no distribuir las propinas que se habían acumulado, amenazar por escrito con el despido si los empleados se comunicaban entre sí sobre el pago; no proporcionar declaraciones salariales precisas; no pagar el salario mínimo por todo el tiempo trabajado; no proporcionar períodos de comida y descanso; no pagar todos los salarios adeudados al momento de la terminación; no pagar los salarios de horas extras; no reembolsar los gastos comerciales necesarios; no pagar los salarios a tiempo en violación de la sección 201.3 del Código Laboral; no cumplir con las leyes de licencia por enfermedad pagada; y busca sanciones civiles asociadas bajo el Código Laboral de California y PAGA.

El Demandado niega rotundamente haber incurrido en conducta ilícita. El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones de los Demandantes ni sobre si la reclamación puede presentarse en nombre de un grupo.

La Acción se ha litigado activamente. Se han llevado a cabo investigaciones en curso y se ha producido un intercambio de amplia documentación e información. Además, las partes han participado en una mediación de un día completo facilitada por una tercera parte neutral. Sobre la base de las negociaciones y de todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con las acciones legales, las partes llegaron a un acuerdo colectivo. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados a un proceso de litigio prolongado.

A pesar de haber aceptado y apoyado el Acuerdo, el Demandado continúa negando rotundamente todas las alegaciones fácticas y legales. Al aceptar llegar a un acuerdo, el Demandado no admite responsabilidad alguna por ninguna de las alegaciones o reclamaciones fácticas o legales de este caso, ni tampoco admite que este caso pueda o deba proceder como una demanda colectiva. El Demandado ha aceptado este Acuerdo para evitar la interrupción de las operaciones y en reconocimiento de los riesgos y gastos de un litigio continuo.

II. RESUMEN DEL ACUERDO PROPUESTO

A. El Monto del Acuerdo

Los Demandantes y el Demandado acordaron resolver este caso en nombre de ellos mismos y de los Miembros del Grupo por una suma total de Ciento setenta y cinco mil dólares (\$175,000) (“Monto Bruto del Acuerdo”).

Este Monto Bruto del Acuerdo incluye: (1) sujeto a la aprobación del Tribunal, honorarios de abogados que no excedan el 35% del Monto Bruto del Acuerdo y costos de abogados que no excedan los \$20,000; (2) Costos del Administrador de Reclamos que se estima que no excedan los \$25,000; (3) sujeto a la aprobación del Tribunal, Pago de Mejora de los Representantes del Grupo de \$10,000 cada uno; y (4) \$10,000 por supuestas sanciones de PAGA (el “Pago PAGA”). Después de deducir estos montos, los fondos restantes (denominados el “Monto Neto del Acuerdo”) se distribuirán entre todos los Miembros del Grupo que no opten por no participar del Acuerdo y los Empleados Agraviados que hayan presentado a tiempo un Formulario de Reclamo, que se incluye en este correo. El Demandado pagará todos los impuestos del lado del empleador atribuibles a los pagos asignados como salarios además del Monto Bruto del Acuerdo.

Como se explica más adelante, el monto de la parte que le corresponde a cada Miembro del Grupo de Demandantes del Monto Neto del Acuerdo dependerá de la cantidad de semanas que hayan trabajado los Miembros del Grupo de Demandantes participantes durante el Período del Grupo de Demandantes. De los \$10,000 asignados para resolver las reclamaciones de PAGA, el 75 % del Pago de PAGA se pagará a la Agencia del Desarrollo del Trabajo y de la Fuerza Laboral del Estado de California y el 25 % del Pago de PAGA se dividirá entre los Empleados Agraviados.

La cantidad de semanas que trabajó para Legends Hospitality, LLC a través de MVP Event Productions, LLC y realizó trabajos para Legends Hospitality, LLC (“Semanas laborales calificadas”) durante el Período del Grupo y su parte total estimada del Monto Neto del Acuerdo y el Pago de PAGA (“Monto de la Demanda”) se indican en la primera página de este aviso y en el Formulario de Reclamo adjunto. El Monto real de la Demanda que usted reciba puede ser mayor o menor que el monto indicado según la cantidad real de semanas laborales calificadas de los Miembros del Grupo participantes (*es decir*, aquellos que no optan por no participar en el acuerdo y envían un Formulario de Reclamo a tiempo) y los Empleados Agraviados participantes (*es decir*, aquellos que envían un Formulario de Reclamo a tiempo), la resolución de cualquier disputa relacionada con las semanas laborales y las distribuciones finalmente aprobadas y asignadas por el Tribunal. Sin embargo, si los Miembros del Grupo optan por no participar o no, no tendrá ningún efecto en las asignaciones de los Empleados Agraviados para las reclamaciones de PAGA.

A. Montos de la Demanda y distribución entre los Miembros del Grupo y los Empleados Agraviados

El pago a los Miembros del Grupo que no opten por no participar requerirá la presentación de un Formulario de Reclamo. El pago a los Empleados Agraviados de su parte del Pago PAGA también requerirá la presentación de un Formulario de Reclamo. La parte de cada Miembro del Grupo del Monto Neto del Acuerdo se determinará dividiendo sus Semanas Laborales Calificadas totales dentro del Período del Grupo por las Semanas Laborales Calificadas totales de todos los Miembros del Grupo dentro del Período del Grupo. Esa fracción se multiplicará luego por el Monto Neto del Acuerdo para llegar a la parte individual del Miembro del Grupo del Monto Neto del Acuerdo. El Demandado deberá pagar al menos el 100% del Monto Neto del Acuerdo independientemente de la tasa de reclamos. Si los Miembros del Grupo Participantes reclaman menos del 100% del Monto Neto del Acuerdo, se aumentarán sus partes individuales del Monto Neto del Acuerdo de los Miembros del Grupo Participantes, de manera prorrateada, hasta que se distribuya el 100% del Monto Neto del Acuerdo entre los Miembros del Grupo Participantes.

La parte del 25 % del Pago PAGA que le corresponde a cada Empleado Agraviado se determinará dividiendo el total de sus Semanas Laborales Calificadas dentro del Período de Reclamo PAGA entre el total de Semanas Laborales Calificadas de todos los Empleados Agraviados dentro del Período de Reclamo PAGA. Luego, esa fracción se multiplicará por la parte del 25 % del Pago PAGA para llegar a la parte individual del Empleado Agraviado. Si los Empleados Agraviados Participantes reclaman menos del 100 % de la parte del 25 % del Pago PAGA, se aumentarán las partes individuales de los Empleados Agraviados Participantes de la parte del 25 % del Pago PAGA, de

manera prorrateada, hasta que se distribuya el 100 % de la parte del 25 % del Pago PAGA entre los Empleados Agraviados Participantes. Debe presentar un Formulario de Reclamo para recibir su parte del Pago PAGA. Si presenta un Formulario de Reclamo, seguirá recibiendo su parte del Pago PAGA incluso si opta por no ser Miembro del Grupo.

La recepción de los Montos de la Demanda no dará derecho a ningún Miembro del Grupo o Empleado Agraviado a una compensación o beneficios adicionales bajo cualquier plan o acuerdo de compensación, jubilación o beneficios vigente durante el período cubierto por el Acuerdo.

C. Cálculos que se basarán en los registros del Demandado y resolución de disputas sobre las semanas laborales

Para cada Miembro del Grupo, el Administrador de Reclamos calculará el monto a pagar a partir de los registros del Demandado. Se presumirá que los registros del Demandado son correctos a menos que se proporcione evidencia de lo contrario al Administrador de Reclamos. El Administrador de Reclamos revisará los registros del Demandado y cualquier evidencia adicional en caso de una disputa sobre la cantidad de semanas laborales trabajadas por un Miembro del Grupo individual. Si un Miembro del Grupo disputa la exactitud de los registros del Demandado, el Miembro del Grupo debe presentar al Administrador de Reclamos todos los documentos de respaldo que evidencien semanas laborales adicionales. La disputa debe (a) indicar su nombre completo, dirección, número de teléfono y número de seguro social completo; (b) identificar la naturaleza de la disputa; (c) proporcionar cualquier información o documentación que respalde la disputa; (d) estar firmada; y (e) tener matasellos a más tardar el 22 de noviembre de 2024. El Administrador de Reclamos resolverá la disputa con base en los registros y la evidencia proporcionados.

D. Asuntos fiscales de los Miembros del Grupo

Los formularios W-2 y 1099-MISC del IRS se distribuirán a los Miembros del Grupo y a las autoridades fiscales correspondientes, reflejando los pagos que reciben los Miembros del Grupo en virtud del Acuerdo. Los Miembros del Grupo tienen el derecho y se les recomienda que consulten a sus asesores fiscales sobre las consecuencias fiscales de los pagos que reciben en virtud del Acuerdo. A los efectos de este Acuerdo, 1/3 de cada Monto del Acuerdo se asignará a los salarios impagos alegados para los que se emitirán los Formularios W-2 del IRS, y 2/3 se asignarán como intereses alegados, sanciones legales y otros daños no salariales para los que se emitirán los Formularios 1099-MISC y 1099-INT del IRS. El Pago PAGA a los empleados afectados se pagará en un 100 % por sanciones civiles. Nuevamente, se le recomienda que consulte a un asesor fiscal sobre la importancia de cómo se asigna cada Adjudicación del Acuerdo entre salarios, sanciones e intereses. Este aviso no tiene como objetivo proporcionar asesoramiento legal o fiscal. En la medida en que este aviso o cualquiera de sus anexos se interprete como que contiene o constituye asesoramiento sobre cualquier asunto fiscal de los Estados Unidos o federal, dicho asesoramiento no está destinado ni escrito para ser utilizado, y no puede ser utilizado, por ninguna persona con el fin de evitar sanciones en virtud del IRS.

E. Liberación de reclamaciones

Para aquellos Miembros del Grupo que no opten por no participar y los Empleados Agraviados, el Acuerdo contiene las siguientes exenciones a partir de la Fecha de Vigencia:

Los Miembros del Grupo que no opten por no participar se considerarán que han renunciado a todos los reclamos, derechos, demandas, responsabilidades y causas de acción que se alegan, o que razonablemente podrían haberse alegado, que surgen razonablemente de, o se relacionan razonablemente con los hechos o alegaciones afirmados en la Demanda Operativa en esta Acción durante el Período del Grupo, incluidos los siguientes como se establece en (a)-(c):

- d. (i) Falta de pago de todos los salarios regulares, salarios mínimos, salarios de horas extras adeudados y daños liquidados; (ii) falta de proporcionar períodos de comida o compensación en su lugar; (iii) falta de proporcionar períodos de descanso o compensación en su lugar; (iv) falta de reembolso de los gastos comerciales necesarios; (v) falta de proporcionar declaraciones de salario completas y precisas; (vi) falta de pago de los salarios a tiempo al momento de la terminación o renuncia; (vii) falta de pago de los salarios a tiempo durante el empleo; y (viii) prácticas comerciales desleales que podrían haberse basado en los reclamos o causas de acción descritas anteriormente o cualquiera de los reclamos o causas de acción alegados en la Demanda Operativa;
- e. Cualquier reclamación por medidas cautelares, medidas declaratorias, restitución, prácticas comerciales fraudulentas o daños punitivos alegados o que podrían haberse alegado en virtud de los mismos hechos, alegaciones y/o reclamaciones similares alegados en las denuncias presentadas como parte de la Demanda Operativa; y
- f. Todas y cada una de las demás reclamaciones en virtud del derecho consuetudinario de California, el Código Laboral de California y la ley federal, incluidas, entre otras, la Ley de Normas Laborales Justas, las Órdenes Salariales de la Comisión de Bienestar Industrial de California y el Código de Negocios y Profesiones de California, alegadas o que podrían haberse alegado, surgen razonablemente de o se relacionan razonablemente con los hechos o las alegaciones alegados en la Demanda Operativa. Además, en la medida en que lo exija la ley, el cobro del cheque del acuerdo por parte del Miembro del Grupo Participante se considerará una aceptación a los efectos de liberar a las Partes Liberadas de cualquier reclamación basada en la FLSA que pudiera haberse alegado en virtud de los mismos hechos o alegaciones similares alegados en la Demanda. El Administrador de Reclamos incluirá una leyenda en el cheque del acuerdo que indique: "Al cobrar este cheque, acepto el acuerdo en *Bates, et al. v. Legends Hospitality, LLC*, Tribunal Superior del Condado de Sacramento, Caso No. 34-2022-00317653-CU-OE-GDS, conforme a la FLSA, 29 USC § 216(b), y liberando las Reclamaciones Liberadas descritas en el Acuerdo de Conciliación".

Esta liberación se aplicará a las reclamaciones que surjan durante el Período del Grupo. Esta liberación cubrirá a todos los Miembros del Grupo que no opten por no participar, independientemente de si han presentado un Formulario de Reclamo.

Se considerará que los Empleados Agraviados han renunciado a todos y cada uno de los reclamos PAGA que podrían haberse presentado en virtud de la Ley del Fiscal General Privado del Código Laboral de California de 2004 que surjan razonablemente de o se relacionen razonablemente con las alegaciones fácticas en la queja operativa en esta acción o cualquier notificación PAGA presentada por los demandantes a la LWDA, durante el período PAGA. Los Empleados Agraviados no pueden optar por no participar en esta renuncia a los reclamos PAGA.

Las personas eximidas (“Partes Liberadas”) significan la Demandada Legends Hospitality, LLC y cualquiera de sus matrices, subsidiarias, predecesoras, sucesoras y afiliadas directas o indirectas pasadas, presentes y futuras, así como cada uno de sus funcionarios, directores, empleados, socios, miembros, accionistas y agentes pasados, presentes y futuros, abogados, aseguradores, reaseguradores y cualquier persona o entidad que pudiera ser solidariamente responsable con la demandada. Las Partes Liberadas no incluirán a la Demandada MVP Event Productions, LLC ni a ninguno de sus propietarios, directores, funcionarios o agentes administrativos.

IV. ¿CUALES SON SUS OPCIONES COMO MIEMBRO DEL GRUPO?

Opción 1: Presentar un Reclamo para recibir su parte del Monto Neto del Acuerdo

Si usted desea recibir su parte del Monto Neto del Acuerdo, debe completar y devolver el Formulario de Reclamo adjunto con sello postal a P.O. Box 54668, Irvine, CA 92619 o subirlo al sitio web del Administrador de Reclamos al <http://www.apexclassaction.com/mvp> a más tardar el 22 de noviembre de 2024. Si elige la **Opción 1** y el Tribunal otorga la aprobación final del Acuerdo, se le enviará por correo un cheque por su parte del Monto Neto del Acuerdo no antes del 22 de noviembre de 2024. En la Fecha de Entrada en Vigor y sujeto al pago total por parte del Demandado del Monto Bruto del Acuerdo, los Demandantes y los Miembros del Grupo Participantes y los Empleados Agraviados Participantes estarán sujetos a la liberación de reclamos identificada anteriormente. Si no presenta a tiempo un Formulario de Reclamo sin optar por no participar en el Acuerdo, estará sujeto a la liberación de reclamos identificada anteriormente, pero no recibirá ninguna parte del Monto Neto del Acuerdo.

Opción 2: No hacer nada y estar obligado por la liberación, pero no recibir su parte del Monto Neto del Acuerdo

Si usted no hace nada y no opta por no participar del Acuerdo, quedará sujeto a la liberación de reclamos identificada anteriormente y no recibirá ninguna parte del Monto Neto del Acuerdo.

Opción 3: Excluirse del Acuerdo como Miembro del Grupo

El Tribunal lo excluirá de ser un Miembro del Grupo si lo solicita antes del 22 de noviembre de 2024. Si no desea estar sujeto al Acuerdo como Miembro del Grupo, puede solicitar su exclusión (*es decir*, “optar por no participar”) enviando una solicitud por escrito en tiempo y forma al Administrador de Reclamos. La Solicitud de exclusión debe (a) indicar su nombre completo, dirección, número de teléfono y fecha de nacimiento; (b) una declaración de que no desea ser un Miembro del Grupo no desea participar en el Acuerdo y/o desea ser excluido de este Acuerdo; (c) identificar el nombre y el número del caso (*es decir*, Bates, et al. v. MVP Event Productions, LLC., et al., 34-2022-00317653); (d) estar firmada; y (e) tener matasellos a más tardar el 22 de noviembre de 2024. La Solicitud de exclusión voluntaria debe enviarse por correo postal de primera clase de EE. UU. o su equivalente a:

Apex Class Action, LLC
P.O. Box 54668,
Irvine, CA 92619
claims@apexclassaction.com
Teléfono: (800) 355 – 0700

Si usted envía una Solicitud de exclusión voluntaria que no esté sellada con fecha anterior al 22 de noviembre de 2024, su Solicitud de exclusión será rechazada y usted quedará sujeto a la liberación y a todos los demás términos del Acuerdo. No utilice una máquina de franqueo, ya que es posible que no aparezca un matasellos en el sobre que contiene su Solicitud de exclusión. **No presente tanto una disputa como una solicitud de exclusión.** Si lo hace, la solicitud de exclusión no será válida, será un Miembro Participante del Grupo y estará sujeto a los términos del Acuerdo.

Si elige esta **Opción 2**, ya no será un Miembro Participante del Grupo. Por lo tanto, (1) no recibirá ningún pago del Acuerdo Colectivo; (2) no se considerará que ha renunciado a ninguna de las reclamaciones de la clase debido a este Acuerdo; y (3) no podrá presentar una objeción al Acuerdo. Sin embargo, si es un Empleado Agraviado, su solicitud de exclusión no afectará el acuerdo PAGA, seguirá siendo un Empleado Agraviado Participante y recibirá un pago del acuerdo con respecto a las reclamaciones PAGA únicamente, y renunciará a las reclamaciones PAGA independientemente de si elige excluirse del Acuerdo Colectivo.

Opción 4 - Objetar el acuerdo

Si usted no opta por no participar en el Acuerdo Colectivo, puede objetar los términos del Acuerdo Colectivo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por el Acuerdo Colectivo. Usted puede solicitar al Tribunal que deniegue la aprobación presentando una objeción. No puede solicitar al Tribunal que ordene un acuerdo mayor; el Tribunal solo puede aprobar o rechazar el acuerdo. Si el Tribunal deniega la aprobación, no se enviarán pagos del acuerdo y la demanda continuará. Usted puede objetar el Acuerdo Colectivo enviando una objeción por escrito o compareciendo en la Audiencia de Aprobación Final. Si desea objetar el Acuerdo Colectivo por escrito, su objeción por escrito debe (a) indicar su nombre completo **(b) proporcionar evidencia de que usted es, de hecho, un Miembro del Grupo;** (c) **indicar los motivos fácticos y legales de la(s) objeción** (es), incluidos los documentos de respaldo, los escritos, las pruebas escritas, las declaraciones y/u otras pruebas, si las hubiera; (d) identificar el nombre y el número del caso (es decir, Bates, et al. v. MVP Event Productions, LLC., et al., 34-2022-00317653) (e) estar firmado; y (f) tener matasellos a más tardar el 22 de noviembre de 2024. La objeción debe enviarse al Administrador de Reclamos a la dirección identificada en la Sección III.B. Si tiene la intención de objetar el Acuerdo Colectivo, pero desea recibir su parte del Monto Neto del Acuerdo, debe enviar oportunamente su Formulario de Reclamo como se indica anteriormente. Si el Tribunal aprueba el Acuerdo Colectivo a pesar de cualquier objeción y usted no ha presentado un Formulario de Reclamo, no recibirá su parte del Monto Neto del Acuerdo. Su objeción no afectará los reclamos de PAGA y usted renunciará a sus reclamos de PAGA independientemente de si elige o no objetar.

También puede comparecer en la audiencia de aprobación final para expresar su objeción. Cualquier Miembro del Grupo que no solicite la exclusión puede, si así lo desea, comparecer a través de un abogado. Si comparece a través de su propio abogado, usted es responsable de pagarle. También debe presentar un aviso de intención de comparecer ante el Tribunal y el Administrador de Reclamos.

IV. EFFECTO DEL ACUERDO: DERECHOS Y RECLAMACIONES LIBERADOS

Si el Tribunal otorga la aprobación final del Acuerdo, dictará sentencia en consonancia con ella. La sentencia, sea favorable o no, vinculará a todos los Miembros del Grupo que no soliciten la exclusión. Después de la aprobación final, todos y cada uno de los Miembros del Grupo que no opten por no participar en el Acuerdo y cada Empleado Agraviado liberarán al Demandado y a las Partes Liberadas de las Reclamaciones Colectivas Liberadas y las Reclamaciones PAGA Liberadas descritas anteriormente. En otras palabras, si usted fue empleado como Miembro del Grupo por el Demandado en California durante el Período del Grupo y no se excluye del Acuerdo, se considerará que ha aceptado estas exenciones y que ha liberado las demandas descritas anteriormente. Además, se le prohibirá demandar al Demandado y a las Partes Liberadas con respecto a las demandas cubiertas por este Acuerdo. Si el Tribunal no aprueba el Acuerdo o no se vuelve definitivo por alguna otra razón, el litigio continuará.

V. AUDIENCIA DE APROBACIÓN DEL ACUERDO FINAL

El Tribunal llevará a cabo una audiencia en el Departamento 23, 720 9th Street, Sacramento, CA 95814, el 10 de enero de 2025, a las 9:00 a.m. para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. Para unirse por Zoom: <https://saccourt-ca-gov.zoomgov.com/join/916108301121>. Para unirse por teléfono: (833) 568-8864 / ID 16108301121. También se le solicitará al Tribunal que apruebe la solicitud de los Abogados del Grupo de honorarios y costos de abogados, los Costos del Administrador de Reclamos y los Pagos por Servicio de los Representantes del Grupo. La audiencia puede continuar sin previo aviso. No es necesario que usted comparezca a esta audiencia, pero puede hacerlo.

VI. INFORMACIÓN ADICIONAL

Puede acceder a la Demanda, a la moción de aprobación preliminar de los Abogados del Grupo, al Acuerdo y a cualquier otro documento requerido por el Tribunal en el sitio web del Administrador de Reclamos: <https://www.apexclassaction.com/mvp>. Todas las preguntas de los Miembros del Grupo con respecto a este Aviso de Propuesta de Acuerdo de Demanda Colectiva y/o el Acuerdo deben dirigirse al Administrador de Reclamos:

P.O. Box 54668,
Irvine, CA 92619
Teléfono: (800) 355 - 0700
<https://www.apexclassaction.com/mvp>

POR FAVOR, NO LLAME AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SI USTED TIENE ALGUNA PREGUNTA, LLAME AL (800) 355 – 0700 O VISITE <https://www.apexclassaction.com/mvp>

POR ORDEN DEL TRIBUNAL

FORMULARIO DE RECLAMO
Bates, et al. v. MVP Event Productions, LLC, et al.
TRIBUNAL SUPERIOR DE CALIFORNIA
CONDADO DE SACRAMENTO
CASO No. 34-2022-00317653

Usted debe completar y devolver este Formulario de Reclamo por correo de primera clase al Administrador de Reclamos a la dirección que figura a continuación o <http://www.apexclassaction.com/mvp> antes del 22 de noviembre de 2024, para ser elegible para recibir el Monto de su reclamo según el Acuerdo. Para que se considere que el Formulario de Reclamo se entregó en tiempo y forma, debe estar sellado por el correo postal o cargado en el sitio web antes del 22 de noviembre de 2024. Los Formularios de Reclamo incompletos o tardíos serán rechazados. Su decisión de enviar o no este Formulario de Reclamo no afectará su empleo de ninguna manera.

ENVIAR POR CORREO A:
Apex Class Action, LLC
P.O. Box 54668,
Irvine, CA 92619

INSTRUCCIONES

- (1) Por favor proporcione la siguiente información:
Número de Seguro Social completo:

____ - ____ - ____

Nombre completo:

Puesto de trabajo:

Su dirección:

Ubicación(es) en las que trabajó para Legends Hospitality:

Fechas de contratación de personal en Legends Hospitality entre
el 1 de abril de 2018 y el 22 de diciembre de 2023:

(Opcional): Puede comunicarse conmigo por teléfono al:
(____) _____
Código de área Número de teléfono de casa

- (2) **Semanas trabajadas durante el Período del Grupo:** según los registros del Demandado, usted fue asignado para trabajar 5 semanas para Legends Hospitality, LLC en California como Miembro del Grupo durante el Período del Grupo del 1 de abril de 2018 al 22 de diciembre de 2023 y 5 semanas en California. como Empleado Agraviado durante el Período de Reclamación de PAGA del 23 de marzo de 2021 al 22 de diciembre de 2023. El Monto de su reclamo se estima en aproximadamente \$ 41.06.
- (3) Si usted no está de acuerdo con la cantidad de semanas laborales indicadas en el párrafo (2) anterior, puede enviar una carta al Administrador de Reclamos para disputar la cantidad de semanas laborales asignadas, además del Formulario de Reclamo firmado. La carta debe (a) indicar su nombre completo, dirección, número de teléfono y número de seguro social completo; (b) identificar la naturaleza de la disputa; (c) proporcionar cualquier información o documentación que respalde la disputa; (d) estar firmada; y (e) tener matasellos a más tardar el 22 de noviembre de 2024. Los registros del Demandado prevalecerán a menos que usted pueda proporcionar documentación junto con este Formulario de Reclamo que establezca lo contrario. Si existe una disputa sobre si la información del demandado o la suya es precisa, y la disputa no se puede resolver de manera informal, la resolverá el Administrador de Reclamos como se describe en el Aviso de Acuerdo que acompaña a este Formulario de Reclamo.

Por favor tenga en cuenta: Una parte de todos los Montos de reclamo están sujetos a impuestos y se informarán al IRS y a las autoridades fiscales estatales. Usted recibirá un formulario 1099-MISC y un W-2 del IRS que cubren el Monto de su reclamo.

Declaro bajo pena de perjurio según las leyes del Estado de California y de los Estados Unidos que recibí una copia y tuve la oportunidad de revisar el Aviso de Acuerdo adjunto, que tengo derecho a un Monto de Reclamo por las Reclamaciones Colectivas Liberadas y que la información anterior es voluntaria y verdadera y correcta a mi leal saber y entender.

(Firme con su nombre aquí)

Fecha

Exhibit B

**LEGAL NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT**

**Kali Bates and Michael Johnson v. MVP Events Productions LLC
and Legends Hospitality LLC
Sacramento Superior Court Case No.: 34-2022-00317653**

Legends Hospitality, LLC ("Legends") and Plaintiffs Kali Bates and Michael Johnson ("Plaintiffs") reached a proposed settlement on behalf of Class Members and Aggrieved Employees in a class action and Private Attorneys General Act ("PAGA") lawsuit. If you were staffed to work for Legends by MVP Event Productions LLC ("MVP") between April 1, 2018, and December 22, 2023, you may be entitled to compensation.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs allege Legends misclassified employees as independent contractors, threatened employees with termination for discussing pay, and failed to: distribute pooled tips; provide accurate wage statements; pay minimum and overtime wages; provide proper meal and rest breaks; provide all wages owed upon termination; reimburse necessary business expenses; and comply with paid sick leave laws. Plaintiffs seek recovery of unpaid wages, penalties, and other relief under California's Labor Code the PAGA. Legends denies liability.

SETTLEMENT AMOUNT

The total settlement amount of \$175,000 will be allocated as: (1) up to 35% Attorneys' Fees and up to \$20,000 Costs; (2) \$20,000 Class Representatives' Enhancement Payments split between Plaintiffs; (3) up to \$25,000 Claims Administrator Costs; (4) PAGA Penalties: \$10,000 total, with 75% (\$7,500) to the State of California and 25% (\$2,500) distributed to Aggrieved Employees. After these deductions, the remaining amount (the Net Settlement Amount) will be distributed to Class Members who submit a valid Claim Forms based upon the number of weeks you were staffed to Legends by MVP during the Class and PAGA Periods.

WHAT ARE YOUR OPTIONS? By [November 22, 2024]:

1. **Submit a Claim Form** to receive your share of the Net Settlement Amount and be bound by the release of claims.
2. **Do Nothing** and be bound by the release of claims, but you will not receive any settlement payment.
3. **Opt-Out** of the Class Settlement release and do not receive any payment. You may not opt out of the PAGA settlement.
4. **Object:**

If you do not opt out, you may object to the settlement and appear through counsel.

RELEASE

Class Members who do not opt out will release all claims, damages and relief that 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 (i) failure to pay all regular wages, minimum wages, overtime wages due and liquidated damages; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices that could have been premised on the claims or causes of action described above or any of the claims or causes of action pleaded in the operative Complaint and any and all other claims under California common law, the California Labor Code, and federal law.

FINAL APPROVAL HEARING

A Final Approval Hearing will be held on January 10, 2025, at 9:00 a.m. at the Sacramento County Superior Court, Department 23, 720 9th Street, Sacramento, CA 95814.

ADDITIONAL INFORMATION

To submit a Claim Form, opt out, or object to the Class Settlement, visit <http://www.apexclassaction.com/mvp> or contact the Claims Administrator at (800) 355-0700.

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