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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

KALI BATES and MICHAEL JOHNSON,
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. 34-2022-00317653

CLASS ACTION

FIRST AMENDED 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)
9. Private Attorneys General Act (Cal. Lab. Code § 2698 *et seq.*)

JURY TRIAL DEMANDED

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

6 INTRODUCTION

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

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

16 3. Plaintiffs 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 EXHAUSTION OF ADMINISTRATIVE REMEDIES

25 6. On March 23, 2022, Plaintiff Kalie Bates filed her Labor Code § 2699.3 Private
26 Attorney General Act ("PAGA") notice with the California Labor & Workforce Development
27 Agency ("LWDA"). On May 12, 2022, Plaintiff Michael Johnson filed his Labor Code § 2699.3
28 PAGA notice with the LWDA. It has been more than 65 days since the filing the PAGA Notices,

1 and Plaintiffs have not received any response from the LWDA. Accordingly, Plaintiffs have fully
2 exhausted their administrative remedies.

3 **PARTIES**

4 7. Plaintiff KALI BATES is over the age of eighteen (18) and is a resident of the State
5 of California and a former employee of Defendants.

6 8. Plaintiff MICHAEL JOHNSON is over the age of eighteen (18) and is a resident of
7 the State of California and a former employee of Defendants.

8 9. Plaintiffs are informed and believe, and thereupon allege, that Defendant MVP
9 EVENT PRODUCTIONS, LLC is now and/or at all times mentioned in this Complaint was a
10 California Limited Liability Company with contractual relationships to provide temporary services
11 of one or more individuals as bartenders, event staff, waitstaff, servers and other temporary services
12 jobs, at event centers and venues throughout the State of California.

13 10. Plaintiffs are informed and believe, and thereupon allege, that Defendant LEGENDS
14 HOSPITALITY, LLC is now and/or at all times mentioned in this Complaint was a Delaware
15 Limited Liability Company with contractual relationships to provide temporary services of one or
16 more individuals as bartenders, event staff, waitstaff, servers and other temporary services jobs, at
17 event centers and venues throughout the State of California.

18 11. Plaintiffs are informed and believe, and based thereon allege, that Defendants are
19 joint-employers of Plaintiffs and similarly situated employees, and jointly and severally, have acted
20 with deliberate indifference and conscious disregard to the rights of all employees. Plaintiffs are
21 further informed and believe, and based thereon allege, that Defendants were at all relevant times
22 advised by skilled California employment law attorneys and knew the requirements of the California
23 Labor Code with respect to misclassification of employees as independent contractors, employee
24 wage statements, payment of wages and tips, reimbursement of business expenses, and provision of
25 meal and rest periods.

26 12. Defendants proximately caused Plaintiffs and similarly situated employees to be
27 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
28 Complaint.

1 13. Plaintiffs are further informed and believe, and thereon allege, that each of the
2 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
3 joint venturer of the remaining defendants and was acting within the course and scope of that
4 relationship. Plaintiffs are further informed and believe, and thereon allege, that each of the
5 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
6 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
7 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiffs, who
8 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
9 section 474. Plaintiffs will amend this complaint to show such true names and capacities of Does 1
10 through 20, inclusive, when they have been determined.

11 **CLASS ALLEGATIONS**

12 14. Plaintiffs brings this action, on behalf of themselves and all others similarly situated,
13 as a class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiffs
14 seek to represent is composed of and defined as follows:

15 All non-exempt employees who were employed by Defendants in
16 California at any time from April 1, 2018 up to the date that this matter
17 is certified as a class action, who worked as temporary event staff.

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

- 21 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all
22 members is impracticable under the circumstances of this case. While the exact
23 number of class members is unknown to Plaintiffs at this time, Plaintiffs are informed
24 and believe that Defendants may have employed many individuals falling within the
25 above stated class definition throughout the State of California during the applicable
26 statute of limitations, who were subjected to the practices outlined in this Complaint.
27 As such, joinder of all members of the Plaintiff Class is not practicable.
28

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

- 5 (1) Whether Defendants improperly classified their employees as
6 independent contractors
- 7 (2) Whether Defendants accurately stated all required information on
8 paystubs issued to members of the Plaintiff Class;
- 9 (3) Whether Defendants maintained the time and payroll records for their
10 employees as required under the California Labor Code.
- 11 (4) Whether Defendants provided meal and rest periods to their employees
12 as required under the California Labor Code.
- 13 (5) Whether Defendants maintained policies and practices that provided
14 meal and rest periods to their employees as required under the
15 California Labor Code.
- 16 (6) Whether Defendants paid overtime and minimum wages to their
17 employees as required under the California Labor Code.
- 18 (7) Whether Defendants reimbursed their employees for reasonable
19 business expenses.
- 20 (8) Whether Defendants timely paid employees.

21 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the Plaintiff
22 Class. Plaintiffs also sustained damages arising out of Defendants' common course
23 of conduct in violation of the law as complained of herein. Defendants improperly
24 classified Plaintiff Kali Bates and members of the Class as independent contractors.
25 Additionally, they issued Plaintiffs and all members of the putative class wage
26 statements that did not comply with Labor Code section 226. They also failed to
27 provide meal and rest periods as required under the Labor Code, failed to pay
28 overtime and minimum wages for all hours worked, and failed to reimburse Plaintiffs

1 and Class members for reasonable business expenses. As a result, each putative class
2 member will have the same basis for their legal claims.

3 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of
4 the putative class. Plaintiffs resides in California, worked for Defendants in
5 California, and is an adequate representative of the putative class as they have no
6 interests that are adverse to those of absent class members. Additionally, Plaintiffs
7 have retained counsel who have substantial experience in complex civil litigation and
8 wage and hour matters.

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

22 16. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
23 management of this action that would preclude its maintenance as a class action.

24 **GENERAL ALLEGATIONS**

25 17. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 15 as
26 though fully set forth herein.

27 //

28 //

1 18. Plaintiff Kali Bates began working for Defendants in October 2021 as a Bartender
2 and Event Staff. Plaintiff Michael Johnson worked for Defendants from about January 12, 2022 to
3 March 14, 2022 as a Line Cook.

4 19. Defendants told Plaintiff Kali Bates she was hired as an “employee,” but
5 purposefully misclassified Plaintiff as an Independent Contractor. Plaintiff did not know she was
6 being treated as an independent contractor until she received an IRS Form 1099 for year 2021 in
7 the beginning of 2022, and learned that Defendant had not withheld any taxes from her wages.
8 Plaintiff also received an IRS Forms W-2 that falsely reported she earned zero employee wages.

9 20. Defendants, and each of them, are temporary services employers, as that term is
10 defined within Labor Code section 201.3, with contractual relationships to provide services of
11 one or more individuals as bartenders, waitstaff, servers, and other temporary service jobs, at
12 event centers throughout California. As such, Plaintiffs and similarly situated employees were
13 entitled to receive all wages due and payable, including tips, at the end of each day, regardless of
14 when the assignment ends, and at the latest no less frequently than weekly, and not later than the
15 regular payday of following workweek. Plaintiffs and similarly situated employees never
16 received their pay in the same day, and regularly received paychecks late, even up to two (2)
17 months late.

18 21. Plaintiffs and similarly situated employees worked for Defendants, who are joint
19 employers, as non-exempt employees in California, but some were misclassified as “independent
20 contractors.” Plaintiffs and similarly situated employees were paid on an hourly basis. Plaintiffs
21 and similarly situated employees were entitled to receive tips earned, but Defendants failed and
22 refused to account for tips which were “pooled,” and shorted Plaintiffs and similarly situated
23 employees on earned tips.

24 22. Because Plaintiff Kali Bates and similarly situated employees were misclassified
25 as “independent contractors,” Defendants failed to withhold appropriate taxes, including
26 unemployment insurance, income tax, social security, and other taxes, from Plaintiff and
27 similarly situated employees’ paychecks, and issued IRS form 1099s rather than IRS form W-2s.
28

1 Plaintiff and similarly situated employees' IRS form 1099s combined wages and tips and
2 illegally identified both as "non employee compensation."

3 23. Plaintiffs and similarly situated employees were threatened in writing with
4 termination if they communicated with each other about their pay. Plaintiffs and similarly
5 situated employees were not paid reporting time pay when they scheduled for a job and were sent
6 home without work. Plaintiffs and similarly situated employees were not reimbursed for mileage
7 and other business-related expenses, including use of cell phones and required cell phone apps.

8 24. Plaintiffs and similarly situated employees were not provided with meal and rest
9 breaks, and/or accurate premium pay for missed meal and rest periods. The time records for
10 Plaintiffs and similarly situated employees also reflect no clock out for meal breaks. Defendants
11 failed to keep all required, accurate, time and pay records for employees. Even on occasions
12 where Plaintiffs and similarly situated employees did not receive a meal period and made no
13 indication on their timecard that a meal period was taken, Defendants would deduct a thirty (30)
14 minute meal periods from their hours worked causing unpaid minimum wages.

15 25. Defendants failed to pay Plaintiffs and similarly situated employees for all time
16 they were required to be on the work premises. Defendants only paid Plaintiffs and similarly
17 situated employees from the time they signed in at a particular location on the premises. For
18 example, Plaintiff Michael Johnson, who worked as a Line Cook, would sign in when he entered
19 the Golden 1 Center and then again when he arrived at the kitchen two (2) to five (5) minutes
20 later. However, Defendants did not pay him for all time he was on the work premises,
21 Defendants only paid him for time he spent in the kitchen. Additionally, Defendants failed to
22 pay Plaintiffs and similarly situated employees at least the minimum wage for each hour work.
23 For example, on about 3/4/22 Plaintiff Michael Johnson received \$90.34 for a shift he completed
24 on January 19, 2022. Defendants' paystub indicates that Plaintiff Michael Johnson worked 6.733
25 hours. Thus, Defendants only paid Plaintiff Michael Johnson \$13.42 per hour for that shift
26 although the minimum wage was \$15.00. Defendants also failed to pay Plaintiff Kali Bates and
27 similarly situated employees all overtime wages and all minimum wages in part because
28 Defendant(s) misclassified them as "independent contractors."

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

14 27. Plaintiffs, 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 28. 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 • Plaintiffs, 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 29. While Plaintiff Kali Bates was misclassified as an independent contractor,
2 Defendants saved money, but Plaintiff Kali Bates suffered significant financial loss. She was
3 underpaid wages and was forced to pay for her own business expenses, and did not have the
4 benefit of employer sponsored benefits and contributions.

5 30. Plaintiffs and similarly situated employees regularly worked over eight (8) hours a
6 day and/or forty (40) hours a week. Defendants did not pay Plaintiffs 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 31. Nor did Plaintiffs, and any similarly aggrieved employees, receive wage
11 statements in compliance with California Labor Code section 226.

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

15 33. Plaintiffs brings this Class Action on behalf of themselves and similarly situated
16 employees in order to fully compensate themselves 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 34. 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 Plaintiffs and the other Class Members. Plaintiffs and the other Class Members seek an
22 injunction enjoining such conduct by Defendants in the future, relief for the named Plaintiffs and
23 the other Class Members who have been economically injured by Defendants' past and current
24 unlawful conduct, and all other appropriate legal and equitable relief.

25 **FIRST CAUSE OF ACTION**
26 **(Unfair Competition)**

27 35. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 34 as
28 though fully set forth herein.

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

5 37. Defendants committed numerous violations of the California Labor Code
6 throughout the employment relationship.

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

11 39. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to
12 the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled
13 to restitution as a result of its unfair business practices, including, but not limited to, public
14 injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§
15 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet
16 unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

17 **SECOND CAUSE OF ACTION**
18 **(Failure To Provide Accurate Wage Statements)**

19 40. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 39 as
20 though fully set forth herein.

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

23 *(1) gross wages earned, (2) total hours worked by the employee,*
24 *except for any employee whose compensation is solely based on a*
25 *salary and who is exempt from payment of overtime under*
26 *subdivision (a) of Section 515 or any applicable order of the*
27 *Industrial Welfare Commission, (3) the number of piece-rate units*
28 *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 42. 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). Defendants failed to list on the wage statements provided to Plaintiffs and similarly
19 situated employees wage statements listing all hour worked and the applicable rates of pay and
20 overtime rate. Plaintiffs allege 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 43. Additionally, Plaintiffs allege they 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 Plaintiffs cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiffs'
27 position would not be able to readily ascertain the information without reference to other
28 documents or information) whether they were paid for all hours worked or all wages owed from
29 the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

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

33 //

34 //

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

45. Plaintiffs hereby incorporate by reference Paragraphs 1 through 44 of this Complaint as if fully set forth herein and for a cause of action alleges as follows:

46. Defendants were required to compensate Plaintiffs with at least the State's minimum wage for all hours worked. *See* Cal. Labor Code § 1194; MW Order-2014; MW Order-2017. In addition, pursuant to its authority under California Labor Code section 1173, the Industrial Welfare Commission promulgated Wage Order 5. Wage Order 5 mandates that "[e]ach workday that an employee is required to report to a work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day's work, the employer shall pay him/her for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay, which shall not be less than the minimum wage." *See* IWC Wage Order No. 5, § 5.

47. Defendants were aware of their obligation to pay the minimum wages, including reporting time, but failed to do so.

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

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

49. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 48 as though fully set forth herein.

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

//

51. Labor Code section 512 and Wage Order 5-2001, section 11(A) require an employer to provide a meal period of not less than thirty (30) minutes for each work period of more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a second meal period.

52. Wage Order 5-2001 section 12(A) requires an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

53. Plaintiffs allege that Defendants failed to provide Plaintiffs and similarly situated employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiffs and similarly situated employees worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiffs and similarly situated employees worked more than ten (10) hours in a day.

54. Plaintiffs further allege that Defendants failed to provide rest breaks of at least ten (10) minutes for each work period that they and similarly situated employees worked for four (4) hours or major fraction thereof.

55. As a proximate cause of Defendants' failure to provide meal and rest periods, Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of compensation for each meal period or rest period not provided, as a wage, from three (3) years of the filing of this action, in an amount to be established at trial. *See* Labor Code § 226.7 and Wage Order 5-2001 §§ 11(B), 12(B).

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

56. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 55 as though fully set forth herein.

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

11

11

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

4 59. Plaintiffs and similarly situated employees did not receive all wages at their
5 termination or separation from employment, including, but not limited to, unpaid overtime and
6 minimum wages, and unpaid meal period penalties.

7 60. Defendants knew of their obligation to pay Plaintiffs and Class Members and
8 Defendants' failure to pay all wages was in complete disregard of their obligations. Such
9 conduct shows Defendants' knowledge of their obligation to pay all wages owed upon
10 termination and willful refusal.

11 61. As a proximate result of the Defendants' conduct, Plaintiffs and Class members
12 have been damaged and deprived of their wages and thereby seek their daily rate of pay
13 multiplied by thirty (30) days for Defendants' failure to pay all wages due.

14 **SIXTH CAUSE OF ACTION**
15 **(Failure to Pay Overtime Wages)**

16 62. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 61 as
17 though fully set forth herein.

18 63. During the period Plaintiffs and similarly situated employees were employed by
19 Defendants, Defendants were required to compensate them one and one-half (1½) times the
20 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
21 per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
22 hours per day. *See* California Labor Code §§ 510, 1194. Although Plaintiffs and similarly
23 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
24 per week, Defendants failed to pay all overtime wages owed to them.

25 64. Plaintiffs and Class members were non-exempt employees under the
26 administrative, executive, or professional exemptions of the applicable Wage Order and
27 California Labor Code section 510.

28 //

1 65. Defendants' conduct described herein violates California Labor Code sections 510
2 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs and Class
3 members have been damaged and deprived of overtime wages, in an amount to be established at
4 trial. Plaintiffs now seeks these wages, attorney's fees and costs, and interest pursuant to
5 California Labor Code sections 1194.

6 **SEVENTH CAUSE OF ACTION**
7 **(Failure to Reimburse Business Expenses)**

8 66. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 65 as
9 though fully set forth herein.

10 67. Labor Code section 2802(a) states that "An employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
13 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
14 believed them to be unlawful."

15 68. Defendants knew that Plaintiffs and members of the Class incurred expenses for
16 work purposes, including but not necessarily limited to mileage and personal cellphone use.
17 However, Defendants did not reimburse Plaintiffs or members of the Class for these expenses.

18 69. Defendants' conduct described herein violated California Labor Code section
19 2802. As a proximate result of Defendants' conduct, Plaintiffs and members of the Class have
20 been damaged in an amount to be established at trial, and are entitled to recover these damages,
21 as well as interest and reasonable attorney's fees and costs, pursuant to statute.

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

24 70. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 69 as
25 though fully set forth herein.

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

28 //

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

73. Defendants' conduct described herein violated California Labor Code section 201.3. As a proximate result of Defendants' conduct, Plaintiffs 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.

NINTH CAUSE OF ACTION
(Civil Penalties Pursuant to PAGA (Cal. Lab. Code § 2698 et seq.))

74. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 73 as though fully set forth herein.

75. Plaintiffs bring this cause of action as a proxy for the State of California and in this capacity, seek penalties on behalf of all Aggrieved Employees for Defendant's following violations of the California Labor Code, including but not necessarily limited to, those Labor Code violations identified above and as follows:

- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums In Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work In Any Industrial Welfare Commission Order)

- 1 • Violation of Labor Code §§ 226.3, 1174, 1198; IWC Wage Order 5, § 7 (Failure
- 2 to Maintain Accurate Records)
- 3 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick
- 4 Leave)
- 5 • Violation of Labor Code §§ 201.3, 204, 210 (Untimely Payment of Wages)
- 6 • Violation of Labor Code § 1194; IWC Wage Order 5, § 5 (Failure to Pay
- 7 Reporting Time)
- 8 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 5 (Failure to Pay
- 9 Overtime)
- 10 • Violation of Labor Code § 1174; IWC Wage Order 5, § 5 (Failure to Pay Keep
- 11 Accurate Time Records)
- 12 • Violation of Labor Code § 226.8 (Misclassification as Independent
- 13 Contractor)

14 76. On March 23, 2022 and May 12, 2022, Plaintiffs sent written notice to the LWDA
15 regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section
16 2698 *et seq.* Plaintiffs are thus entitled to recover civil penalties for all violations of the Labor
17 Code from March 23, 2021 through trial on this matter.

18 **DAMAGES**

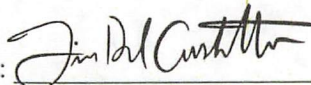
19 WHEREFORE Plaintiffs request relief as follows:

- 20 1. A jury trial;
- 21 2. For an order certifying the class and sub-classes;
- 22 3. For an order certifying Plaintiffs' counsel as class counsel;
- 23 4. For an order appointing Plaintiffs as class representatives;
- 24 5. For penalties and liquidated damages under the California Labor Code according to
- 25 proof allowed by law;
- 26 6. For compensatory damages, including, but not limited to, unpaid wages, plus
- 27 interest, according to proof allowed by law;
- 28 7. For an award of Civil Penalties pursuant to Labor Code section 2698 *et seq.*, payable

- 1 75% to the State of California, and 25% to Plaintiffs and other aggrieved employees;
2 8. For an award to Plaintiffs of costs of suit incurred herein and reasonable attorney's
3 fees;
4 9. For injunctive relief;
5 10. For an award of prejudgment and post-judgment interest; and
6 11. For an award to Plaintiffs of such other and further relief as the Court deems just and
7 proper.
8

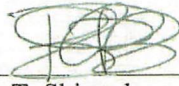
9 Dated: September 12, 2022

Castle Law: California Employment Counsel, PC

10
11 By: 
12 Timothy B. Del Castillo
13 Lisa L. Bradner
14 Attorneys for Plaintiff KALI BATES
15 and the Class

16 Dated: September 12, 2022

Shimoda & Rodriguez Law, PC

17
18 By: 
19 Galen T. Shimoda
20 Justin P. Rodriguez
21 Brittany V. Berzin
22 Attorneys for Plaintiff MICHAEL JOHNSON
23 and the Class
24
25
26
27
28

1 **JURY TRIAL DEMAND**

2
3 Plaintiffs hereby demand a trial by jury.

4
5 Dated: September 12, 2022

Castle Law: California Employment Counsel, PC

6
7 By: 

8 Timothy B. Del Castillo

9 Lisa L. Bradner

10 Attorneys for Plaintiff KALI BATES
and the Class

11 Dated: September 12, 2022

Shimoda & Rodriguez Law, PC

12
13
14 By: 

15 Galen T. Shimoda

16 Justin P. Rodriguez

17 Brittany V. Berzin

18 Attorneys for Plaintiff MICHAEL JOHNSON
and the Class

FILED / ENDORSED

OCT 19 2022

By J. Jackson, Deputy Clerk

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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. 34-2022-00317653

CLASS ACTION

**STIPULATION AND ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF LEAVE TO FILE
AN AMENDED COMPLAINT**

Filed: April 1, 2022
Trial Date: None Set

This Stipulation and proposed Order is entered into between Plaintiff Kali Bates ("Plaintiff") and Defendants MVP Event Productions, LLC and Legends Hospitality, LLC ("Defendants") (Plaintiff and Defendants all collectively, the "Parties"), by and through their counsel of record, as follows:

WHEREAS Plaintiff initiated the above-entitled class action by filing a Complaint in this Court on April 1, 2022;

WHEREAS Michael Johnson filed a class action Complaint in this Court on May 18, 2022, against the same Defendants, alleging similar wage and hour claims, Case No. 34-2022-00320210;

BY FAX



1 WHEREAS Plaintiff and Michael Johnson both filed Labor Code § 2699.3 Private Attorneys
2 General Act ("PAGA") notices with the Labor and Workforce Development Agency and allege they
3 have exhausted administrative remedies and may bring PAGA claims for civil penalties on behalf of
4 themselves and other aggrieved employees;

5 WHEREAS Defendants have agreed to permit Plaintiff to file an amended Complaint to add
6 PAGA claims, as well as to add Michael Johnson as a named Plaintiff in the interest of the efficiency
7 and to preserve resources of the Parties and the Court;

8 WHEREAS once Michael Johnson is added as a named Plaintiff, he intends to dismiss his action
9 without prejudice;

10 WHEREAS Plaintiff previously filed a Complaint for her PAGA claims against Defendants in
11 the Placer County Superior Court, however, once Plaintiff's PAGA claims are added to this case,
12 Plaintiff intends to dismiss her PAGA action in Placer County without prejudice;

13 WHEREAS Defendants deny the allegations in the proposed amended Complaint and are not
14 making any admission of any kind in agreeing to this stipulation;

15 WHEREAS the Parties agree that good cause exists to enter this stipulation and for the Court to
16 issue an Order consistent with this stipulation;

17 IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, subject to the
18 approval of the Court, as follows:

19 1. That the Court will enter an Order granting Plaintiff leave to file the amended Complaint,
20 attached hereto as **Exhibit A**;

21 2. That upon the date of entry of the Order hereon by the Court, Plaintiff shall have thirty
22 (30) days to file and serve the amended Complaint; and

23 3. That Defendants shall have thirty (30) days from the date of service of the amended
24 Complaint to file a responsive pleading.

25 //

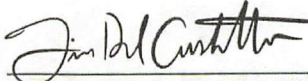
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27 //

28 [signatures on next page]

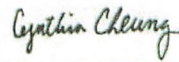
CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

Date: September 12, 2022

By: 
Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff Kali Bates

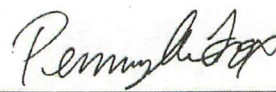
DILLINGHAM & MURPHY LLP

Date: September 12, 2022

By: 
Carla J. Hartley
Cynthia C. Cheung
Attorney for Defendant MVP Event Productions,
LLC

K&L GATES LLP

Date: September 12, 2022

By: 
Eugene Ryu
Penny Chen
Attorney for Defendant Legends Hospitality, LLC

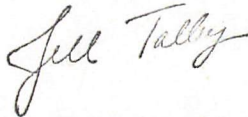
1 **[PROPOSED] ORDER**

2 The COURT, having considered the above stipulation, HEREBY ORDERS that:

- 3 1. Plaintiff's request for leave to file the amended Complaint, attached hereto as **Exhibit A**,
4 is GRANTED;
5 2. Plaintiff shall have thirty (30) days to file and serve the amended Complaint; and
6 3. Defendants shall have thirty (30) days from the date of service of the amended Complaint
7 to file a responsive pleading.

8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

9
10
11
12 DATED: 10.19.22



Judge of the Superior Court

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GRAC COUNTY
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY