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**FILED**  
Superior Court of California  
County of Sacramento  
**01/13/2025**  
T. Shaddix, Deputy

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on behalf of herself and similarly situated employees

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**SUPERIOR COURT OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO**

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

Plaintiffs,

vs.

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

Defendants.

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

*Assigned for All Purposes to Hon. Jill Talley  
Department 27*

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above  
3 referenced case before this Court, on January 10, 2025, at 9:00 a.m., in Department 23 before the  
4 Honorable Jill H. Talley, presiding. This lawsuit was filed as a class action on May 18, 2022. In the  
5 operative complaint, Plaintiffs Kali Bates and Michael Johnson (“Plaintiffs”) allege that Defendant  
6 Legends Hospitality, LLC (“Defendant”) violated California law by violating the California Unfair  
7 Competition law, failing to provide accurate wage statements, failing to pay minimum wages for all  
8 hours worked, failing to provide meal and rest periods, waiting time penalties, failing to pay overtime  
9 wages, failing to reimburse business expenses, and failing to timely pay wages during employment.  
10 Plaintiffs have also alleged Defendant is liable for civil penalties under the Private Attorneys General  
11 Act (“PAGA”) based on these violations. Plaintiffs sought attorneys’ fees and costs as part of this  
12 Action. Defendant denied all of Plaintiffs’ claims and denied that this case was appropriate for class  
13 treatment. No class has been certified. The class settlement was preliminarily approved by this Court  
14 on August 26, 2024.

15 The parties have agreed to settle the class and PAGA claims. Defendants will provide  
16 monetary consideration in exchange for a release of claims consistent with the terms of the proposed  
17 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and  
18 Release (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as  
19 set forth in the Agreement. The Court, having received and considered Plaintiffs’ Motion for Final  
20 Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, the  
21 Notice of Settlement, the Claim Form, and other evidence, HEREBY ORDERS AND MAKES  
22 DETERMINATIONS AS FOLLOWS:

23 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**  
24 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is  
26 appropriate under the California Code of Civil Procedure and related case law:

27 All individuals who were staffed to Legends Hospitality, LLC by MVP  
28 Event Productions, LLC, and performed work for Legends Hospitality,

1 LLC, whether as an employee or independent contractor, at any time from  
2 April 1, 2018, and up to December 22, 2023.

3 The Court recognizes that the foregoing definition is for Class Member identification purposes  
4 only and is not intended to capture the claims at issue or limit or alter the released claims under the  
5 Agreement. . A Class Member shall not include the two individuals who timely opted out of the class  
6 settlement, Domingo Muchison and Tyrus Ambrose, as identified in paragraph 16 of the declaration of  
7 Katherine Rovertoni. These individuals shall not be bound by the Agreement or any of the releases or  
8 obligations therein except for the releases and covenants regarding to the PAGA claims as set forth in  
9 section 1.36 and 6.2 as they are still Aggrieved Employees under the Agreement and there is no ability  
10 to opt out of a PAGA settlement.

11 For settlement purposes only, the Court finds that Class Members meet the ascertainability and  
12 numerosity requirements since the parties can identify with a matter of certainty, based on time records,  
13 individuals who fall within the definition and the number of Class Members would make joinder  
14 impractical. The commonality and predominance requirements are met for settlement purposes since  
15 there are questions of law and fact common to Class Members. The common questions of law or fact in  
16 this case all stem from Plaintiffs' contentions that Defendants caused the violations outlined above by 1)  
17 willfully misclassifying workers as independent contractors; 2) failing to pay all minimum wages; 3)  
18 failing to pay all overtime wages; 4) failing to keep accurate records; 5) failing to provide meal periods  
19 or pay premiums in lieu thereof; 6) failing to provide rest periods or pay premiums in lieu thereof; 7)  
20 failing to provide accurate wage statements; 8) failing to pay final wages; 9) failing to timely pay wages  
21 during employment; 10) failing to pay reimbursements for personal cellphone use and milage; 11)  
22 failing to pay reporting time; 12) failing to provide or pay all sick time; and 13) failing to correctly  
23 calculate employees' regular rates of pay when bonuses were paid. The PAGA, waiting time penalty,  
24 wage statement violation, and unfair competition claims also derive from these violations.  
25 Additionally, Class Members seek the same remedies under state law. The typicality requirement for  
26 settlement purposes is also satisfied since the claims of the Class Representatives are based on the same  
27 facts and legal theories as those applicable to the Class Members.  
28

1 The Court also finds that certifying the settlement class is required to avoid each Class Member  
2 from litigating similar claims individually. This Settlement will achieve economies of scale for Class  
3 Members with relatively small individual claims and conserve the resources of the judicial system.

4 The Court finds that Plaintiffs Kali Bates and Michael Johnson and Plaintiffs' counsel,  
5 Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC and Tim  
6 Del Castillo and Lisa Bradner of Castle Law: California Employment Counsel, PC, to be adequate  
7 representatives of the settlement class. The Court appoints them as Class Representatives and Class  
8 Counsel, respectively.

## 9 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

10 The Court has again reviewed the preliminarily approved Agreement, which was submitted with  
11 Plaintiffs' Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls  
12 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also  
13 finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length  
14 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to  
15 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members  
16 were able to object to the Agreement and its terms through the administration process and at a fairness  
17 hearing or opt-out of being bound by the preliminarily approved Agreement.

18 No objections were made by Class Members and only two Class Members opted out of the  
19 settlement. Because the Court finds the Parties' settlement to have been agreed upon only after  
20 extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs,  
21 the Court gives final approval to the Agreement and all terms therein as if stated here in full, including  
22 the \$175,000 Gross Settlement Amount.

23 The Court approves of the Ten Thousand Dollars (\$10,000) PAGA Payment, which shall be paid  
24 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the  
25 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and  
26 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to  
27 Participating Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also  
28 finds that based on the facts of this case and the disputed issues, the Agreement provides a recovery that

1 creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose  
2 of the Labor Code and LWDA.

3 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any  
4 checks issued to Participating Class Members and/or Participating Aggrieved Employees that are not  
5 cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the  
6 Center for Workers' Rights.

7 The releases and waivers for Class Members who did not opt out of being bound by the  
8 Agreement, Aggrieved Employees, and the Class Representatives are also approved by the Court as set  
9 forth in the Agreement.

10 Class Counsel sought attorneys' fees of \$61,250.00, attorney's costs of \$17,295.28, an  
11 Enhancement Payment to each Class Representative in the amount of \$10,000, and for Claims  
12 Administrator Costs in the amount of \$20,200. Defendant does not oppose these requests. The Notice  
13 of Settlement sent to Class Members included information regarding the maximum allocations for these  
14 amounts and that they would be requested in connection with final approval of the Agreement. Class  
15 Members have been given the opportunity to object to these amounts and no objections have been  
16 submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel  
17 regarding their hourly rates, prior fee awards in Sacramento County Superior Court at the requested  
18 rates, and the amount of time expended in the litigation for the benefit of Class Members. The Court  
19 finds that the requested rates and hours expended are reasonable. The Court has also reviewed the  
20 updated itemized costs submitted by Class Counsel, the information provided by the Class  
21 Representatives regarding the efforts and burdens undertaken for the benefit of the class, and the cost  
22 information provided by the Claims Administrator. The Court finds that these amounts are fair and  
23 reasonable, and awarded as requested, which will be deducted from the Gross Settlement Amount. This  
24 finding is further supported by the lack of objection by Class Members to these amounts. The difference  
25 between the actual attorney's costs and Claims Administrator Costs awarded and the originally allocated  
26 attorney's costs of \$20,000 and Claims Administrator Costs of \$25,000 will be added to the Net  
27 Settlement Amount and distributed to Participating Class Members on a pro rata basis pursuant to the  
28 terms of the Agreement.

1       **III. APPROVING THE METHOD OF DISTRIBUTING NOTICE TO THE CLASS,**  
2       **INCLUDING THE NOTICE OF SETTLEMENT AND CLAIM FORM**

3           The Court finds that the Notice of Settlement and Claim Form, which were submitted with  
4       Plaintiffs' Motion as Exhibit A to the Declaration of Katherine Rovertoni, fairly and adequately advised  
5       Class Members of the terms of Agreement, the rights being waived, their right to opt out, the ability to  
6       dispute the number of workweeks worked during the Class Period, their pro rata share of the Net  
7       Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the  
8       proposed settlement, and when to appear at the fairness hearing. The Claims Administrator, Class  
9       Counsel, and Defendant's Counsel took appropriate steps to ensure the best notice practicable given the  
10      challenges surrounding the availability of Class Member data and MVP Event Production, LLC, non-  
11      participation due to its apparent ceasing all operations. Class Members were provided with notice by  
12      mail, email, and publication in print media in those jurisdictions where they worked. Relevant  
13      settlement documents and the ability to submit Claim Forms were also available online for Class  
14      Members. Reminder mailings and emails were also sent to all Class Members who had not submitted  
15      any Claim Form by the time of the reminder mailings. The Court further finds that the Notice of  
16      Settlement and Claim Form and the distribution of them comported with all constitutional requirements,  
17      including those of due process.

18       **IV. IMPLEMENTATION SCHEDULE**

19           Accordingly, with good cause shown, the Court hereby approves and orders that the following  
20      implementation schedule be adhered to:

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel | Within 7 calendar days after the Effective Date  |
| Last day for Defendant to fund settlement                                                                                                                                                                                                                                               | Within 21 calendar days after the Effective Date |

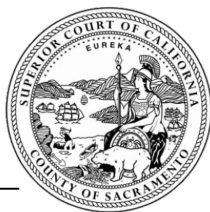
|                  |                                                                                                                                                                                                                                               |                                                                                                   |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1<br>2<br>3<br>4 | Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees | Within 7 calendar days after funds are deposited with the Claims Administrator                    |
| 5<br>6<br>7      | Last day for Participating Class Members and Aggrieved Employees to cash settlement checks                                                                                                                                                    | 180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees |
| 8<br>9           | Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries                                                                                                                              | Within 14 calendar days after settlement check cashing deadline                                   |
| 10<br>11         | Last day for Claims Administrator to provide Parties with compliance declaration                                                                                                                                                              | Within 21 calendar days after settlement check cashing deadline                                   |
| 12<br>13<br>14   | Last day for Defendant to provide Claims Administrator with Class Member and Aggrieved Employee information                                                                                                                                   | Within 14 calendar days after the Preliminary Approval Date                                       |

15  
16 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each  
17 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to  
18 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved  
19 Agreement.

20 The Court Sets a further compliance hearing for ~~September 24~~ <sup>October 3,</sup> 2025, at 10:30 a.m. At least 15  
21 calendar days prior to the hearing, Class Counsel shall file a declaration from the Claims Administrator  
22 regarding the status of the distribution of the settlement funds. If the Court is satisfied that the  
23 settlement funds have been fully distributed, no appearance will be required.

24  
25 **IT IS SO ORDERED.**

26  
27 Date: 01/13/2025



28 By: \_\_\_\_\_

*Jill Talley*  
Judge of the Superior Court