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on behalf of himself and similarly situated employees

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

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on January 19, 2024, at 9:00 a.m., or as soon thereafter as the matter may be heard in Department 27 of the above-entitled Court, Plaintiffs Kali Bates and Michael Johnson, individually and on behalf of all other similarly situated individuals, hereby move for entry of an Order for the following:

1. Preliminarily certifying the proposed class herein for purposes of settlement;
2. Preliminarily appointing Plaintiffs Kali Bates and Michael Johnson as class representatives for purposes of settlement;
3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of settlement;
4. Preliminarily approving the proposed class action and Private Attorneys General Act settlement, in the amount of \$175,000, which is incorporated herein by reference;
5. Preliminarily approving the appointment of Apex Class Action as the Claims Administrator and for payment to Apex Class Action for administering said class action settlement in an amount not to exceed \$25,000;
6. Preliminarily approving the settlement of claims under the Private Attorneys General Act for the total amount of \$10,000, 75% of which will be paid to the Labor and Workforce Development Agency and 25% of which will be paid to Aggrieved Employees;
7. Approving as to form and content the Notice of Settlement and Claim Form, which provides Class Members with information regarding the settlement, their ability to opt out of, or object to, the settlement and which provides instruction on how to dispute an individual's settlement allocation under the proposed settlement agreement and/or submit a Claim Form to participate in the settlement;
8. Directing Defendant MVP Event Productions, LLC to provide the last known address and social security number for each Class Member to the Claims Administrator;
9. Directing Defendant Legends Hospitality, LLC to provide available telephone numbers, e-mail addresses, start and end dates for shifts worked, and locations worked for each Class Member to the Claims Administrator;

1 10. Approving the proposed procedures to notify the class and determining that the proposed
2 notification procedures and process complies with Class Members' due process rights and
3 directing the Notice of Settlement and Claim Form to be sent by first class mail if addresses
4 are provided by Defendant MVP Event Productions, LLC or can be obtained by the Claims
5 Administrator through contacting Class Members by telephone or e-mail, or in the
6 alternative, if addresses are not provided or obtainable for all Class Members, directing that
7 the Notice of Settlement and Claim Form be sent by first class mail to any Class Members
8 addresses can be ascertained for as well as posted on the Claim's Administrator's website
9 and Defendant MVP Event Production, LLC's social media sites and/or Ridgeview Vista,
10 Inc.'s, who Plaintiffs contend are a successor to Defendant MVP Event Production, LLC;

11 11. Scheduling a fairness hearing on the question of whether the proposed settlement should be
12 finally approved as fair, reasonable, and adequate;

13 12. Directing that any amount from settlement checks that were not cashed by the check cashing
14 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
15 Rights under the doctrine of *cy pres*;

16 13. Preliminarily and conditionally approving and adopting the Proposed Order and its
17 implementation schedule, which is filed herewith and incorporated by reference; and

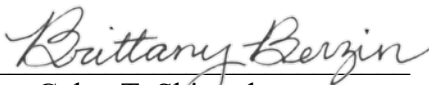
18 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
19 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
20 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
21 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
22 of points and authorities, the Declaration of Brittany V. Berzin, the Declaration of Timothy B. Del
23 Castillo, the Declaration of Kali Bates, the Declaration of Michael Johnson, exhibits, the record and files
24 of this case, and any further oral or documentary evidence introduced at the hearing of this motion.

25
26 **Pursuant to Local Rule 1.06 (A), the court will make a tentative ruling on the merits of this matter**
27 **by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the**
28 **department may be downloaded off the court's website. If the party does not have online access,**
they may call the dedicated phone number for the department as referenced in the local telephone
directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and

1 receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the
2 court day before the hearing, no hearing will be held.

3 Dated: December 21, 2023

Shimoda & Rodriguez Law, PC

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5 By: 
6 Galen T. Shimoda
7 Justin P. Rodriguez
8 Brittany V. Berzin
9 Attorneys for Plaintiffs
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Defendants.

Case No. 34-2022-00317653

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Department 27*

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-317653-001

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1 **I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT**

2 Plaintiffs Kali Bates and Michael Johnson (“Plaintiffs”) seek preliminary approval of a wage and
3 hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of
4 \$175,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and
5 Release [“Agreement”]). Plaintiffs brought this class action individually and on behalf of similarly
6 situated employees who were staffed to work for Legends Hospitality, LLC (“Defendant”) by MVP
7 Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee or
8 independent contractor, at any time during the Class Period (Plaintiffs and Defendant sometimes
9 collectively referred to as the “Parties”).¹ *See generally* Exhibit B (Plaintiffs’ First Amended
10 Complaint). There are approximately 1,687 Class Members.

11 Plaintiffs have alleged that Defendant violated the California Unfair Competition Law, failed to
12 provide accurate wage statements, failed to pay minimum wage for all hours worked, failed to provide
13 meal and rest periods, waiting time penalties, failed to pay overtime wages, failed to reimburse business
14 expenses, failed to comply with sick leave requirements, and failed to timely pay wages during
15 employment. *See generally* Exhibit B; *see also* Declaration of Brittany V. Berzin (“Decl. Berzin”), ¶ 2.
16 Plaintiffs have also alleged Defendant is liable for civil penalties under the PAGA based on these
17 violations. *See id.*; Exhibit C (Plaintiffs’ Ltrs. to the Labor and Workforce Development Agency
18 [“LWDA”] Regarding PAGA Claims). Defendant has denied all of Plaintiffs’ allegations in their
19 entirety and any liability or wrongdoing of any kind. *See* Decl. Berzin, ¶ 4. Defendant has also denied
20 that this case is appropriate for class certification other than for purposes of settlement. *See id.*
21 However, subject to Court approval, the Parties have been able to compromise and settle all asserted
22 claims as a result of extensive investigations, document and data exchanges, and extended negotiations.
23 *See* Exhibit A. Defendant has also denied that this case is appropriate for class certification other than
24 for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to
25 compromise and settle all asserted claims as a result of extensive investigations, document and data
26 exchanges, and extended negotiations. *See* Exhibit A. Plaintiffs and Plaintiffs’ counsel believe the
27

28 ¹ Plaintiffs only reached a settlement with Defendant Legends Hospitality, LLC. Therefore, this motion only seeks approval of a settlement releasing Defendant Legends Hospitality, LLC, not defendant MVP Event Productions, LLC.

1 proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee
2 data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Berzin, ¶¶
3 6-11; Declaration of Timothy Del Castillo (“Decl. Del Castillo”), ¶¶ 4, 15.

4 It is well within the discretion of this Court to grant preliminary approval of the Agreement as it
5 satisfied all applicable criteria under California law. Accordingly, Plaintiffs request that the Court: (1)
6 certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and
7 conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of the
8 Notice of Settlement (Exhibit F), Claim Form (Exhibit G), and the method for providing notice to Class
9 Members as set forth in the Agreement; (4) adopt the implementation schedule contained in the
10 proposed order; and (5) approve the filing of Plaintiffs’ Second Amended Complaint, which was
11 stipulated to by Plaintiffs and Defendant in the Agreement and is attached to the Declaration of Brittany
12 Berzin as Exhibit I.

13 II. PROCEDURAL AND LITIGATION HISTORY

14 Plaintiff Kali Bates filed this class action on April 1, 2022, against Defendant and MVP Event
15 Productions, LLC. On May 18, 2022, Plaintiff Michael Johnson filed a class action against the same
16 defendants alleging the same or similar claims. Thereafter, Plaintiffs agreed to consolidate their claims
17 against the defendants in one lawsuit. Accordingly, Plaintiff Michael Johnson dismissed his lawsuit
18 without prejudice and Plaintiff Kali Bates filed a First Amended Complaint to add Michael Johnson as
19 a named plaintiff and include a cause of action under the PAGA after exhausting administrative
20 remedies. Specifically, the First Amended Complaint alleges the following causes of action: (1) unfair
21 competition in violation of California Business and Professions Code sections 17200, *et seq.*; (2) failure
22 to provide accurate, itemized wage statements in violation of Labor Code section 226; (3) failure to pay
23 minimum wages owed in violation of Labor Code sections 1194, 1194.2, and 1197; (4) failure to
24 provide meal and rest periods in violation of Labor Code sections 226.7, 512, and 516; (5) failure to
25 pay all wages owed upon termination in violation of Labor Code sections 201-203; (6) failure to pay
26 overtime in violation of Labor Code sections 204, 510, 558, 1194, and 1198; (7) failure to reimburse
27 necessary business expenses in violation of Labor Code section 2802 and 2804; (8) failure to timely
28 pay wages during employment in violation of Labor Code section 201.3; and (9) violations of Labor

1 Code section 2698 *et seq.* Plaintiffs exhausted administrative remedies under the PAGA by providing
2 notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c); Decl.
3 Berzin, ¶ 3; Decl. Del Castillo, ¶ 3; Exhibit B. There is no date set for a motion for certification or trial
4 in this matter. *See* Decl. Berzin, ¶ 4.

5 Pursuant to the Agreement, Defendant has stipulated to the filing of the proposed Second
6 Amended Complaint. *See* Exhibit A, ¶¶ 9.1.1-9.1.2; Exhibit I (Second Amended Complaint). The
7 proposed Second Amended Complaint includes additional allegations from Plaintiff Michael Johnson’s
8 original lawsuit, includes the additional Labor Code sections from Plaintiff Michael Johnson’s amended
9 PAGA letter in the PAGA cause of action, and matches the scope of the resolution reached by Plaintiffs
10 and Defendant at mediation. *See* Decl. Berzin, ¶ 3. Plaintiffs’ and Defendant’s stipulation to the filing
11 of the Second Amended Complaint is appropriate because MVP Event Productions, LLC is not
12 represented by counsel and therefore cannot participate in the action. *See Van Gundy v. Camelot*
13 *Resorts, Inc.*, 152 Cal. App. 3d. Supp. 29, 31-32 (1983) (finding a corporate entity cannot participate in
14 the proceeding if it is unrepresented); *see also Emp. Painters’ Trust v. Ethan Enters, Inc.*, 480 F.3d 993,
15 998 (9th Cir. 20017) (an unrepresented entity is subject to entry of default and default judgment);
16 *Caveman Foods, LLC v. jAnn Payne’s Cavement Foods, LLC*, 2015 WL 6736801, at *2 (E.D. Cal.
17 2015) (finding corporations and other entities may only appear through an attorney; an unrepresented
18 entity cannot file any pleadings, make or oppose any motions, or present any evidence to contest
19 liability).

20 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

21 Plaintiffs thoroughly investigated issues affecting certification, the merits of the class claims,
22 and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Del Castillo, ¶¶ 4-5; Declaration of
23 Kali Bates (“Decl. Bates”) ¶¶ 3-6; Declaration of Michael Johnson (“Decl. Johnson”) ¶¶ 3, 5-6.
24 Plaintiffs worked during the time all of Defendant’s policies and practices at issue in the Complaint
25 were in effect and provided information regarding these policies and practices, enabling pre-filing
26 investigations to take place. *See* Decl. Bates, ¶ 2; Decl. Johnson, ¶ 2. The Parties engaged in informal
27 discovery and exchange of documents, including a representative sampling of employee data, such as
28 timecards for the entirety of the statute of limitations applicable to the asserted claims. The discovery

covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Berzin, ¶ 7. The information allowed Plaintiffs to determine the extent and frequency of any violations in accordance with Plaintiffs' contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiffs and Defendant Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of over one year, Plaintiff has been investigating the claims and discussing with Defendant's counsel the merits of the claims and issues present in this case. *See id.* at ¶ 8. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with private mediator Brandon McKelvey and additional negotiations thereafter with the mediator's assistance, that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 8.

b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) Class Members, which include 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; and (b) Aggrieved Employees, which include 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. *See* Exhibit A, ¶¶ 1.2, 1.9

2. Defendant will pay the Gross Settlement Amount of \$175,000, which is exclusive of the employer's share of payroll taxes, on a non-reversionary, claims-made basis to resolve and release the claims alleged in the Complaint. *See id.* at ¶¶ 1.28, 5.1. Defendant will be obligated to pay out 100% of the Net Settlement Amount. *See id.* at ¶ 5.8.1. In the event that less than 100% of the Net Settlement Amount is claimed by Participating Class Members, they will have their Claim Amounts

increased pro rata until 100% of the Net Settlement Amount is distributed. *See id.* at ¶¶ 1.4, 1.28, 5.8.1. Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class Members or submit Claim Forms. *See id.* at ¶ 7.5.1.

3. Up to \$10,000 will be paid to each of the Plaintiffs as an Enhancement Payment. This amount will be in addition to any amount Plaintiffs may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

4. Subject to Court approval, the Parties have selected Apex Class Action to act as the Claims Administrator, who has provided a maximum cost estimate of \$15,300. *See* Exhibit D (Apex Class Action Quote); Exhibit A, ¶ 1.6. The parties' Agreement provides that the Claims Administrator costs will not exceed \$25,000. The difference between any actual costs and the allocated \$25,000 will be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis. *See id.* at ¶ 5.3.

5. The Parties agree that \$10,000 of the Gross Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See id.* at ¶ 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, Defendant's contention it did not employ Class Members, the presence of what may likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, Plaintiffs believe the \$10,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-compliance given the facts of this case. *See* Decl. Berzin, ¶¶ 7-11; *see also Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 U.S.

1 Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000
2 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S. Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving
3 \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
4 *Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation
5 in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, *2 (S.D.
6 Cal. 2010) (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands*
7 *Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in
8 \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017)
9 (approving \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was
10 calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012
11 U.S. Dist. LEXIS 160052, at *7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000
12 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in
13 PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
14 672645, at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA out of
15 \$6.9 million common-fund settlement).

16 6. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount
17 (\$61,250) will be paid for Plaintiffs' attorneys' fees incurred in the litigation of this case. Defendant
18 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
19 Additionally, the Parties agree that Plaintiffs will also be entitled to the actual litigation costs as
20 approved by the Court in an amount not to exceed \$20,000. *See id.* The proposed notice to be sent to
21 Class Members will state this information. *See* Exhibit F.

22 7. Any allocated amounts under the Agreement for Claims Administrator Costs, Class
23 Representative Enhancement Payments, and attorney's fees and costs that are not ultimately awarded
24 by the Court will remain part of the Net Settlement Amount and be paid out to Participating Class
25 Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These
26 amounts will be paid out from the Gross Settlement Amount, not in addition to the Gross Settlement
27 Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

28 8. Class Members who fail to timely opt-out of this settlement will waive all Released

1 Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.18, 1.28, 1.33, 6.1. Aggrieved
2 Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether
3 they opt out of being a Class Member. *See id.* at ¶¶ 1.18, 1.34, 6.2, 7.5.1.

4 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
5 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
6 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
7 donated equally, *i.e.*, 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the
8 doctrine of *cy pres*. *See* Exhibit A, at ¶ 5.6. Because the Agreement provides for all funds such that
9 there is no residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See*
10 *In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated beneficiaries clearly
11 promote the law consistent with the objectives and purposes underlying the lawsuit as they are non-
12 profits aimed at assisting employees with wage and hour claims who cannot afford legal representation,
13 including providing representation for employees in wage claims before the California Labor
14 Commissioner. *See id.* at 722-724; *see also* Decl. Berzin, ¶ 27-34; Decl. Del Castillo, ¶ 17.

15 **c. Allocation of Settlement Funds**

16 Payment to Participating Class Members and Participating Aggrieved Employees will require the
17 submission of a Claim Form. A Net Settlement Amount will be determined by subtracting from the
18 Gross Settlement Amount any attorneys' fees and costs, Enhancement Payment to the Class
19 Representatives, Settlement Administrator Costs, PAGA Payment that are approved and/or awarded by
20 the Court. Each Class Member's share will be determined by dividing their total weeks worked within
21 the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction
22 will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share
23 of the Net Settlement Amount. However, regardless of the claims submission rate, Defendant shall be
24 obligated to pay a minimum of 100% of the Net Settlement Amount. If less than 100% of the Net
25 Settlement Amount is claimed by Participating Class Members, the Participating Class Members will
26 have their Claim Amount increased, pro rata, until 100% of the Net Settlement Amount is distributed.
27 There will be no reversion. *See id.* at ¶¶ 5.8-5.8.1. Each Aggrieved Employee's share of the 25%
28 portion of the PAGA Payment will be determined by dividing their total weeks worked within the

1 PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim
2 Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the
3 Aggrieved Employee's individual share. *See id.* at ¶¶ 5.8, 5.8.2.

4 **V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE**
5 **PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE**
6 **CIRCUMSTANCES**

7 The proposed notice procedures are as follows. Class Members for whom Defendant has an
8 email address will be emailed notice of the settlement along with a Claim Form. *See* Exhibit F
9 (Proposed Notice of Settlement); Exhibit G (Proposed Claim Form). The Claim's Administrator will
10 also perform a skip-trace to determine mailing addresses for Class Members whose phone numbers
11 and/or email addresses are provided. *Id.* Plaintiffs seek an order from the Court that MVP Event
12 Productions, LLC provide last known addresses and social security numbers for Class Members and
13 Aggrieved Employees to the Claims Administrator, or in the alternative, if addresses are not provided,
14 for notice to be posted on the Claims Administrator's website and that the Court order MVP Event
15 Production, LLC to post a notice directing Class Members to the Claims Administrator's website on its
16 social media sites and/or Ridgeview Vista, Inc.'s, who Plaintiffs contend are a successor to MVP Event
17 Production, LLC. If addresses are provided by MVP Event Productions, Inc. and/or Ridgeview Vista,
18 Inc. to the Claims Administrator, no later than fourteen (14) calendar days after receipt of such address
19 information, the Claims Administrator will perform a national change of address ("NCOA") search,
20 update the addresses per the results of the NCOA search, and then mail the Notice of Settlement and
21 Claim Form to each Class Member and Aggrieved Employee by first-class mail, postage prepaid. If
22 addresses are not provided to the Claims Administrator, no later than fourteen (14) calendar days after
23 receipt Class Member and Aggrieved Employee information from Defendant, the Claims Administrator
24 will post the Notice of Settlement and Claim Form on its website as well as provide copies of the
25 Notice of Settlement and Claim Form to MVP Event Production, LLC's social media sites and/or
26 Ridgeview Vista, Inc.'s to post on its social media sites. In addition, an ad will be published in a
27 newspaper local to each venue in which Class Members were staffed to work for Defendant, including
28 Anaheim Bulletin, Irvine World News, Inland Valley Daily Bulletin, Los Angeles Downtown News,
Inglewood News or Inglewood Today, Bay Area Newspaper Group, Palo Alto Weekly, Sacramento

1 Oracle, and Territorial Dispatch.

2 The foregoing notice procedure provides due process to Class Members. It is not required that
3 Class Members be given actual notice of a class settlement; instead, the best practicable notice under
4 the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d 1449, 1453 (9th Cir. 1994);
5 *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017); *Walsh v. CorePower Yoga LLC*,
6 2017 U.S. Dist. LEXIS 163991, at *12-14 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259 F.R.D. 468,
7 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court rejected a class
8 member's argument that he had not received due process because he did not receive notice until after
9 the opt out period, finding that, so long as the notice process utilized is the best practicable under the
10 circumstances, due process is satisfied even if there is no actual receipt of the notice. *See Silber*, 18
11 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods, Inc.*, 844 F.3d 1121 (9th
12 Cir. 2017). With regard to any potential for undeliverable notice mailings, the court in *Rannis v.*
13 *Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not receive actual notice
14 due to their mailings being deemed undeliverable were still properly held to be part of the class
15 settlement because they received the best notice practicable under the circumstances. *See Rannis v.*
16 *Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019), the
17 California Supreme Court noted that California has adopted a similar approach regarding providing
18 notice to class members.

19 Providing notice to Class Members' last known email address and any address that may be
20 located by a skip-trace are permissible methods of notice. *See Chavez v. Netflix, Inc.*, 162 Cal. App. 4th
21 43, 58 (2008) (approving of notice to class members via regular mail and e-mail). Giving notice by
22 posting the notice on the Claim's Administrator's website and MVP Event Production, LLC's/and or its
23 successor Ridgeview Vista, Inc.'s social media pages and via an ad in local newspapers are permissible
24 methods of notice if it appears the individuals cannot be notified personally. *See California Rules of*
25 *Court, Rule 3.766(f)*; *see also Litwin v. iRenew Bio Energy Sols., LLC*, 226 Cal.App. 4th 877, 881
26 (2014) (permitting notice by publication and postings on a settlement website and other related
27 websites where addresses and/or e-mail addresses were not available for all Class Members).

28 Under the proposed notice procedures, Class Members will have sixty (60) days from the date

1 of mailing (to the extent addresses are provided by MVP Event Production, LLC) or from the date the
2 notice and claim form are posted online and posted on MVP Event Production, LLC's social media
3 sites and/or Ridgeview Vista, Inc.'s, who Plaintiffs contend are a successor to MVP Event Production,
4 LLC, to review and respond to the Notice of Settlement and Claim Form. To the extent any addresses
5 can be obtained for Class Members we have contact information for, the Notice of Settlement and
6 Claim Form will be emailed and/or mailed to those individuals. See Exhibit A, ¶¶ 1.24, 7.2. The
7 Notice of Settlement and Claim Form contain all information necessary for a Class Member to assess
8 the litigation, the settlement, and whether they want to participate, object, or opt-out. See *id.* at ¶¶ 7.2,
9 7.5.1-7.5.4; Exhibit F; Exhibit G. If addresses are provided, National change of address database
10 searches, skip-traces, and surveying of current employees will be utilized as set out in the Agreement to
11 provide the best practical means of ensuring Class Members receive the notice mailing. See Exhibit A,
12 ¶¶ 7.3-7.4. Any individual whose initial mailing was deemed undeliverable will have additional time to
13 respond. See *id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in
14 opt-outs, objections, disputes, or Claim Forms. See *id.* ¶ 7.5.5. Thus, the proposed procedures for
15 notifying Class Members satisfy due process and should be approved in this case.

16 **VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR,**
17 **REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE**
18 **FACTS OF THIS CASE**

19 A class action may not be dismissed, compromised, or settled without Court approval and the
20 decision to approve or reject a settlement is committed to the Court's sound discretion. See Cal. Rules
21 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
22 4th 224, 234-35 (2001); see also Cal. Lab. Code §§ 2699(l)(2). However, "[d]ue regard should be given
23 to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to
24 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
25 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
26 is fair, reasonable and adequate to all concerned.'" See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794,
27 1801 (1996); see also *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009); *In re*

28 ²The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. See *Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576,
2 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases
3 where substantial resources can be conserved by avoiding the time, expense, and rigors of formal
4 litigation. See *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-1118 (2009); *In re*
5 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th
6 576, 581 (2010); see also *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

7 **a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness**

8 The purpose of the Court's preliminary evaluation of a proposed class action settlement is to
9 determine only whether it is within the range of possible approval such that notice to the class of its
10 terms and conditions and the scheduling of a formal fairness hearing is warranted. See *Wershba*, 91 Cal.
11 App. 4th at 234-35. If the Court finds a proposed settlement falls within "the range of reasonableness,"
12 it should grant preliminary approval of the class action settlement. See, e.g., *North County Contr.'s*
13 *Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker*
14 *Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). Factors to consider in determining whether the
15 settlement is fair, reasonable, and adequate include the strength of the Plaintiff's case, the risk, expense,
16 complexity and likely duration of further litigation, the risk of maintaining class action status through
17 trial, the amount offered in settlement, the extent of discovery completed and the stage of the
18 proceedings, the experience and views of counsel, the presence of a governmental participant, and the
19 reaction of the class members to the proposed settlement. See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th
20 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed
21 settlement is fair. "A presumption of fairness exists where: (1) the settlement is reached through arm's
22 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
23 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
24 small." *Id.* at 1802.

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1 **i. The Agreement is a Result of Extensive, Non-Collusive Arm's Length**
2 **Negotiations Between the Parties**

3 Settlement of this case was reached only after substantial litigation and extensive arm's length
4 negotiations lasting nearly over one year, which included a full day mediation. *See* Decl. Berzin, ¶ 8.
5 At all times, the negotiations were adversarial, although still professional in nature. *See id.*

6 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
7 **Information to Enter Into an Informed and Reasonable Settlement**

8 The Parties were in possession of all necessary information during the negotiations. The Parties
9 engaged in informal discovery, which included all necessary components for evaluating the class
10 claims and creating an accurate damages model. *See id.* at ¶¶ 6-11. Plaintiffs were in possession of
11 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiffs were able
12 to make a reasonable estimation of Defendant's potential liability. *See id.* For these reasons, the
13 settlement now before the Court was reached at a stage where "the parties certainly have a clear view of
14 the strengths and weaknesses of their cases" sufficient to support the settlement. *See Boyd v. Bechtel*
15 *Corp.*, 485 F.Supp. 610, 617 (N.D. Cal. 1979).

16 **iii. Plaintiffs' Counsel are Experienced in Similar Litigation**

17 Plaintiffs' counsel have considerable experience in complex litigation such as class and PAGA
18 actions. *See* Decl. Berzin, ¶¶ 12-20; Decl. Del Castillo, ¶¶ 6-14. Thus, Plaintiffs' counsel are qualified
19 to evaluate the class claims, the value of settlement versus moving forward with litigation, and viability
20 of possible affirmative defenses. Plaintiffs' counsel believe that the Agreement is fair, reasonable, and
21 adequate in light of the risks associated with the claims, the uncertainties of complex litigation, and the
22 secured benefit to Class Members. *See id.*

23 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
24 **Plaintiffs' Case and the Risks and Costs of Further Litigation**

25 Plaintiffs' claims and the ability to obtain and maintain certification all the way through trial
26 were heavily disputed by Defendant. *See* Decl. Berzin, ¶¶ 4, 10. Based on the records and facts of this
27 case, Plaintiff has secured a gross recovery of approximately 3.7% of the maximum likely value of the
28 claims in this matter and 51.2% of the more realistic range of recovery. *See* Decl. Berzin, ¶¶ 10-11.
The net recovery represents approximately 0.87% of the maximum likely value of the claims in this

1 matter and between 12.1% of the more realistic range of recovery. The average net award is
2 approximately \$24.45. *See id.*

3 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
4 percentile ranges of the total available damages that have been approved in other class settlements. *See*
5 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
6 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
7 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
8 settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than
9 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
10 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)
11 (approving a settlement where the net recovery to class members was approximately 7.5% of the
12 projected maximum recovery amount); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS
13 130878 (E.D. Cal. 2017) (approving a settlement with a gross recovery of 11% of the projected
14 maximum damages available and a net recovery of approximately 6.7% of the projected maximum
15 recovery); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal. 2015) (approving a
16 settlement where the gross recovery was approximately 8.5% of the projected maximum recovery);
17 *Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) (“Class
18 Members will receive an average of approximately \$198.70, with the highest payment to a Class
19 Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
20 highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees
21 requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the
22 results achieved in this case were very favorable. Class members are provided with immediate
23 monetary relief, with an average award of around several hundred dollars and a minimum award of
24 \$50”).

25 A settlement agreement may also provide for a claims made and reversion procedure so long as
26 the settlement, as a whole, is still fair, reasonable, and adequate. *See In re Microsoft I-V Cases*, 135
27 Cal.App.4th 706, 721 (2006) (“The analysis additionally recognized that a court approved settlement
28 could properly include a ‘reversion of ... funds to the defendant’”); *Cundiff v. Verizon California, Inc.*,

1 167 Cal.App.4th 718, 728 (2008) (noting that *In re Microsoft I-V Cases* found that a class settlement
2 may provide for a reversion so long as it does not render the settlement, as a whole, unfair, inadequate,
3 or unreasonable and distinguishing the case before it on the grounds that the class settlement agreement
4 made no provision for unclaimed funds). The claims made procedure in this case was agreed to as a
5 result of MVP Event Production, LLC’s failure to participate in the case, as they maintain all class
6 member contact information and social security numbers. Unless MVP Event Production, LLC
7 complies with an order from this Court to provide Class Members’ contact information and social
8 security numbers, claim forms are necessary for Class Members to be mailed a settlement payment and
9 for the Claims Administrator to prepare the appropriate tax forms. *See* Decl. Berzin, ¶ 7. The Class
10 Notice informs Class Members in all caps that they must submit a Claim Form to receive a settlement
11 payment. *See* Exhibit F, Decl. Berzin, ¶ 24. The proposed notice methods encourage submissions of
12 claims. The claims made procedure appropriately balance the relevant interests in this case and do not
13 render the settlement unfair, unreasonable, or inadequate.

14 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

15 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
16 information be presented in class action settlements “to ensure that the recovery represents a reasonable
17 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
18 risks and expenses of attempting to establish and collect on those claims by pursuing the
19 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
20 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
21 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
22 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
23 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
24 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

25 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
26 data points relied upon in reaching these ranges. *See* Decl. Berzin ¶¶ 6-11. The record demonstrates
27 that the compromises made by Plaintiffs were reasonable and have resulted in a settlement with
28 recovery percentage well within the range of what has been found to be sufficient in several other

1 cases. *See, supra*, Section VI.a.iv; *see also Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th
2 Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery
3 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
4 disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no
5 reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a
6 thousandth part of a single percent of the potential recovery”).

7 **b. Provisional Certification of the Class is Appropriate**

8 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
9 defined community of interest in the questions of law and fact involved affecting the parties to be
10 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
11 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
12 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
13 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See Exhibit A.*

14 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

15 The proposed settlement class is ascertainable because most, if not all putative Class Members
16 can be readily identified through employee personnel and time records either in Legends’ possession or
17 MVP’s possession. *See Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980 (2019); *Rose v. City of*
18 *Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal. App. 4th 1325, 1334
19 (2008). The numerosity requirement is met because there are 1,687 individuals who fall within the
20 definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ &*
21 *Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982);
22 *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to meet the
23 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these
24 requirements are satisfied.

25 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

26 The commonality requirement is met when there are questions of law or fact regarding the class
27 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires
28 only that some common legal or factual questions exist; Plaintiffs need not show that all issues in the

1 litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v.*
2 *Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate
3 over individual questions and class-wide treatment of a dispute must be superior to individual
4 litigation.³ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently
5 cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality
6 requirement is met when claims of the named representative are typical of those of the class, though
7 “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47
8 (1983).

9 The common questions of law and fact in this case stem from Plaintiffs' contention that
10 Defendant engaged in conduct: 1) willfully misclassifying workers as independent contractors; 2)
11 failing to pay all minimum wages; 3) failing to pay all overtime wages; 4) failing to keep accurate
12 records; 5) failing to provide meal periods or pay premiums in lieu thereof; 6) failing to provide rest
13 periods or pay premiums in lieu thereof; 7) failing to provide accurate wage statements; 8) failing to
14 pay final wages; 9) failing to timely pay wages during employment; 10) failing to pay reimbursements
15 for personal cellphone use and mileage; 11) failing to pay reporting time; 12) failing to provide or pay
16 all sick time; and 13) failing to correctly calculate employees' regular rates of pay when bonuses were
17 paid. *See Exhibit B.* The waiting time penalties, unfair competition, and PAGA claims are derivative
18 of these violations. *See id.* Plaintiffs and the Class Members seek the same remedies under state law.
19 Under these specific circumstances, the commonality and predominance requirements are satisfied.
20 Regarding the typicality requirement, Plaintiffs contends they suffered from the same unlawful policies,
21 treatment, and circumstances as Class Members did, will request the same remedies, and will rely on
22 the same methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement
23 is also satisfied for settlement purposes.

24 **iii. The Adequacy Requirement is Met**

25 The adequacy of representation requirement is met if the named representative and counsel have
26 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
27

28 ³When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
2 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
3 Plaintiffs and the putative Class Members will receive a pro rata share of the settlement based on the
4 number of workweeks they worked for Defendant. *See Exhibit A*. Finally, any settlement class
5 member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number
6 of workweeks stated in the Notice of Settlement (Exhibit F).

7 There is no conflict of interest between Plaintiffs and Class Members. Plaintiffs and Plaintiffs'
8 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
9 Plaintiffs' counsel, with Plaintiffs' assistance, thoroughly investigated the claims made in this case by
10 speaking with Plaintiffs and reviewing substantial amounts of documents. Plaintiffs' counsel thereafter
11 engaged Defendant's counsel in settlement discussions over the course of more than one year.
12 Moreover, Plaintiffs' counsel has experience defending and bringing wage and hour claims. Because
13 Plaintiffs' counsel has vigorously pursued Plaintiffs' and the Class Members' claims, the adequacy
14 requirement is met. *See generally* Decl. Berzin.

15 **VII. ATTORNEYS' FEES AND COSTS, ENHANCEMENT PAYMENTS TO THE CLASS**
16 **REPRESENTATIVES, AND SETTLEMENT ADMINISTRATOR COSTS TO BE**
17 **REQUESTED IN CONNECTION WITH FINAL APPROVAL**

18 Plaintiffs are not requesting any determination with respect to attorney's fees and costs,
19 Enhancement Payments, or Claims Administrator Costs at this time. Rather, should the Court grant
20 preliminary approval, Plaintiffs will make the request for these amounts as set out in the Agreement as
21 part of their final approval briefing. Specifically, Plaintiffs will request the Court award attorney's fees
22 in the amount of \$61,250 (35% of the Gross Settlement Amount), costs in an amount not to exceed
23 \$20,000, Claims Administrator Costs in an amount not to exceed \$25,000, and an Enhancement
24 Payment for the Class Representatives in the amount of \$10,000 each.

25 Plaintiffs believe an award of attorney's fees under the common fund doctrine is appropriate in
26 this case as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the
27 benefits received can be accurately traced to the settlement Plaintiffs and Class Counsel were able to
28 negotiate on behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as
the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat.*,

1 *Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 271 (9th Cir.
2 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common
3 fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from
4 the fund as a whole.”); *see also Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, *22-23
5 (S.D. Cal. 2011) (collecting cases); *Birch v. Office Depot, Inc.*, USDC Southern District, Case No.
6 06cv1690 DMS (WMC) (awarding 40% fee on a \$16 million wage and hour class action settlement);
7 *Rippee v. Boston Mkt. Corp.*, USDC Southern District, Case No. 05cv1359 BTM (JMA) (awarding a
8 40% fee on a \$3.75 million wage and hour class action settlement); *West v. Circle K Stores, Inc.*, 2006
9 U.S. Dist. LEXIS 76558, at *7-*8, *12, *27 (E.D. Cal. 2006) (awarding a \$15,000 representative
10 enhancement where 10,000 class members were to receive a gross award of approximately \$500 each
11 from the \$5,000,000 settlement); *Dent v. ITC Serv. Croup*, 2013 U.S. Dist. LEXIS 139359, at *9-*10,
12 *15-*16 (D. Nev. Aug. 6, 2013) (awarding a \$15,000 representative enhancement out of a \$150,000
13 settlement for approximately 530 class members); *Patel v. Nike Retail Services, Inc.*, 2019 WL
14 2029061 at *2 (N.D. Cal. 2019) (\$5,261 for settlement administrator’s fees was not excessive where
15 PAGA group consisted of 40 employees).

16 Plaintiffs' final approval briefing will include information and analysis regarding the
17 appropriateness of the fee percentage sought, a lodestar cross check of the requested fee, a detailed
18 declaration from Plaintiffs regarding their time spent on the case as well as any risks and burdens
19 incurred as the Class Representatives, an itemized costs spreadsheet, and a declaration from the Claims
20 Administrator detailing the work performed and Claims Administrator Costs incurred. The Notice of
21 Settlement will state the amounts to be requested to provide Class Members the ability to comment
22 thereon, providing evidence of whether the requested amounts are reasonable. *See* Exhibit F at pg. 2, §
23 II.A; *see also In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71 (C.D. Cal. 2005) (“the
24 absence of objections or disapproval by class members to class counsel’s fee request further supports
25 finding the fee request reasonable”). Any allocated amounts not ultimately awarded by the Court will
26 be distributed to Class Members pro rata. *See* Exhibit A, ¶¶ 5.2-5.4, 5.8.

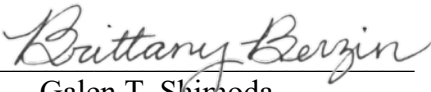
27 **VIII. CONCLUSION**

28 For all of the foregoing reasons, Plaintiffs respectfully request that this Court preliminarily and

1 conditionally certify the class for settlement purposes; grant preliminary and conditional approval of
2 the proposed settlement; approve the proposed notification procedures, including the Notice of
3 Settlement, Claim Form, and proposed deadlines relating thereto; and schedule the final approval
4 hearing. A copy of Plaintiffs' proposed order is being filed concurrently herewith.
5
6

7 **Shimoda & Rodriguez Law, PC**

8
9 Dated: December 21, 2023

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on behalf of himself and similarly situated employees

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

**DECLARATION OF BRITTANY V. BERZIN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

1 I, Brittany V. Berzin, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Michael Johnson. I am making this declaration on
4 behalf of the named Plaintiffs Kali Bates and Michael Johnson (“Plaintiffs”), the putative class
5 members, and in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
6 Settlement (“Motion”). A true and correct copy of the Joint Stipulation Regarding Class Action and
7 PAGA Settlement and Release (“Agreement”) in this matter is filed with this Motion as **Exhibit A**.

8 2. This case is being brought as a wage and hour class action based on Plaintiffs’
9 contention that Defendant Legends Hospitality, LLC (“Defendant”) violated California law by 1)
10 willfully misclassifying workers as independent contractors; 2) failing to pay all minimum wages; 3)
11 failing to pay all overtime wages; 4) failing to keep accurate records; 5) failing to provide meal periods
12 or pay premiums in lieu thereof; 6) failing to provide rest periods or pay premiums in lieu thereof; 7)
13 failing to provide accurate wage statements; 8) failing to pay final wages; 9) failing to timely pay
14 wages during employment; 10) failing to pay reimbursements for personal cellphone use and mileage;
15 11) failing to pay reporting time; 12) failing to provide or pay all sick time; and 13) failing to correctly
16 calculate employees’ regular rates of pay when bonuses were paid. Plaintiffs also alleged liability for
17 civil penalties under the Private Attorneys General Act (“PAGA”). The PAGA, waiting time penalty,
18 wage statement, and unfair competition claims also derive from these allegations.

19 3. Plaintiffs are the only named class representatives in this matter. From Class Counsel’s
20 initial investigations of Plaintiffs’ claims and documents, we believed these claims had merit and could
21 be maintained as a class action. Plaintiff Kali Bates filed this class action on April 1, 2022, against
22 Defendant and MVP Event Productions, LLC. On May 18, 2022, Plaintiff Michael Johnson filed a
23 class action against the same defendants alleging the same or similar claims. Thereafter, Plaintiffs
24 agreed to consolidate their claims against the defendants in one lawsuit. Accordingly, Plaintiff Michael
25 Johnson dismissed his lawsuit without prejudice and Plaintiff Kali Bates filed a First Amended
26 Complaint to add Michael Johnson as a named plaintiff and include a cause of action under the PAGA
27 after exhausting administrative remedies. Plaintiffs exhausted administrative remedies through the
28 Labor and Workforce Development Agency (“LWDA”) prior to the First Amended Complaint being

1 filed. On March 23, 2022, Plaintiff Kali Bates sent notice to the LWDA setting forth the facts and
2 theories of liability. On May 12, 2022, Plaintiff Michael Johnson sent notice to the LWDA setting
3 forth the facts and theories of liability. On October 27, 2023, Plaintiff Michael Johnson sent an
4 amended notice to the LWDA to include additional Labor Code sections Plaintiffs contend were
5 violated. True and correct copies of the operative notices filed with the LWDA are being filed with this
6 Motion as **Exhibit C**. Copies of the notices were sent to Defendant via certified mail and the \$75.00
7 filing fee was remitted to the LWDA. To date, there has been no response by the LWDA regarding its
8 intent to investigate the claims alleged in Plaintiffs' notices. As such, Plaintiffs became authorized to
9 commence a civil action under the PAGA. The First Amended Complaint adding the PAGA cause of
10 action was filed on October 25, 2022. A true and correct copy of the First Amended Complaint is
11 being filed with this Motion as **Exhibit B**. A copy of the First Amended Complaint was uploaded to
12 the LWDA on October 30, 2022, after we received an endorsed copy back from Court. As part of this
13 Motion, Plaintiffs are seeking to file a Second Amended Complaint that is being filed with this Motion
14 as **Exhibit I**¹. The proposed Second Amended Complaint includes additional allegations from Plaintiff
15 Michael Johnson's original lawsuit, includes the additional Labor Code sections from Plaintiff Michael
16 Johnson's amended PAGA letter in the PAGA cause of action, and matches the scope of the resolution
17 reached by Plaintiffs and Defendant at mediation.

18 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

19 5. Defendant is represented in this matter by K&L Gates LLP. From the beginning,
20 Defendant has contested that it employed Class Members as a joint employer of MVP Event
21 Productions, LLC, the merits of this case, the suitability of the case for class action or representative
22 treatment, the manageability of the case at trial, and Plaintiffs' ability to prove a violation in each pay
23 period for each employee among other defenses and contentions they made challenging the propriety of
24 this action. Defendant further contended, even assuming there was a finding supporting the imposition
25 of PAGA penalties, that the Court would likely exercise its discretion to substantially reduce any such
26

27 ¹ Plaintiffs are requesting the Court grant leave to amend as part of the settlement approval process because counsel for
28 Defendant MVP Event Productions, LLC withdrew their representation and MVP Event Productions, LLC has not obtained
new counsel nor have they been participating in the litigation, which prevents MVP Event Productions, LLC from
participating in the action.

1 penalties owed based on evidence of good faith attempts to comply with California Labor Code
2 obligations by Defendant and Defendant's contention that it did not employ Class Members. Also,
3 Defendant has contended that this matter is not appropriate for class certification outside of this
4 proposed class settlement.

5 6. Based on the expected testimony from Plaintiffs and Class Members, a review of MVP
6 Event Production, LLC's policies and procedures and other documents relating to the alleged claims,
7 information on the number of Class Members, Class Members' dates of employment, a representative
8 sample of Class Members' timecard data, Plaintiffs' timecard and payroll data, the scope of the potential
9 damages to Plaintiffs and Class Members in light of the claims alleged, the uncertainty in the law with
10 regard to certification, and the negotiations that have taken place, I believe that the proposed settlement
11 is in the best interest of the class. The length and risks of trial and other normal perils of litigation that
12 impact the value of the claims were also considered and weighed in reaching the Agreement. In
13 addition, I carefully considered the prospect of a Court ruling that Defendant was not liable as a joint
14 employer, the uncertainty of class certification, the difficulties of complex litigation, and the lengthy
15 process of establishing specific damages and various possible delays and appeals in agreeing to the
16 proposed settlement. I further considered the fact that penalties under the PAGA could be substantially
17 cut at the discretion of the Court even if Plaintiffs were successful on proving those claims and there was
18 risk that a Court could find no willfulness in the failure to pay wages at separation, which would
19 eliminate the value of the waiting time penalty claim entirely. Overall, I believe it is more beneficial to
20 secure a guaranteed benefit to the class now rather than to proceed with litigation and potentially obtain
21 zero funds to the class due to legal or factual issues in the case.

22 7. I believe the claim form process laid out in the Agreement is necessary in this case because
23 Defendant does not have Class Members' addresses or social security numbers, which are necessary for
24 mailing settlement payments and tax reporting related to the settlement. Defendant contracted with MVP
25 Event Productions, LLC for staffing and it was MVP Event Productions, LLC that did payroll for Class
26 Members. MVP Event Productions, LLC is not represented and has not participated in this litigation for
27 some time now. Although a claim form is necessary for this settlement, there is no reversion. 100% of
28

1 the Net Settlement will be paid out to Class Members. I believe the claims made procedure is appropriate
2 under the facts of this case and does not render the settlement unfair, unreasonable, or inadequate.

3 8. Our co-counsel, my office, including the partners Galen T. Shimoda and Justin P.
4 Rodriguez, our paralegal, and myself, along with Plaintiffs' assistance, thoroughly investigated the
5 merits of the claims and potential damages for such claims. Plaintiffs provided documents and obtained
6 their personnel files and time and pay records from MVP Event Productions, LLC. In addition,
7 Plaintiffs and Defendant engaged in informal discovery and exchange of documents, including a
8 representative sampling of employee timecard data, Class Members' workweeks during the claim
9 period, and a Temporary Staffing Services Agreement Defendant had with MVP Event Productions,
10 LLC. The informal discovery covered all aspects of the asserted claims, including certification issues,
11 merits issues, damages, the content of the wage and hour policies at issue, issues relating to
12 manageability concerns at trial, among other relevant areas. From this production, we were able to
13 determine information for a reliable damages analysis such as the average daily hours worked, an
14 estimated average hourly rate, the number of workweeks and pay periods that had potential violations
15 based on the asserted claims, the frequency with which violations occurred in a given week and/or pay
16 period, and the number of former employees. This information allowed my office to assess both liability
17 and damages and create an accurate damages model. Plaintiffs assisted in all aspects of this litigation
18 including providing factual information relating to Plaintiffs' and Class Members' employment
19 conditions, providing a substantial number of documents, and answering questions regarding
20 Defendant's factual contentions in this matter. This was important because it directly related to our
21 ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

22 9. Throughout this litigation our office had numerous communications with Defendant's
23 Counsel discussing our respective positions. The parties engaged in mediation on July 12, 2023, using
24 an experienced mediator, Brandon McKelvey, Esq. It was only after over one year of extensive, arm's
25 length negotiations that the parties were able to reach a settlement, which only occurred after a full-day
26 mediation and further negotiations thereafter with the assistance of the mediator. The negotiations were
27 at all times contentious and adversarial, though still professional in nature.

28 //

1 10. The following represents the potential maximum recovery for each of Plaintiffs' claims
2 based on my office's and a data analysis and damage modeling expert's analysis of Defendant's
3 relevant policies and the data obtained by Plaintiffs and/or produced by Defendant, including time and
4 payroll records for Plaintiffs and a sample of time records for Class Members.

5 a) Minimum Wages: This claim is based on allegations that Class Members were not paid
6 at least minimum wages for all hours worked due to time automatically being deducted
7 from Class Members' hours worked for some meal periods that were not taken, time
8 Class Members were required to be on work premises without being compensated (*e.g.*,
9 time spent walking to the ultimate work location onsite after arriving on work premises
10 and signing in, occasionally Class Members would report to work for events and after
11 arriving were told they weren't needed to work the event, and payments being made to
12 Class Members at less than the State's applicable minimum wage for some hours
13 worked. At the time of mediation, the maximum possible damages for this claim based
14 on time and pay records and information provided by Plaintiffs was \$103,277, including
15 interest on unpaid wages and a calculation for overtime wages based on approximately
16 26.5% of the unpaid time being attributable to overtime worked (as discussed below).
17 This amount was calculated based on an estimate that in the aggregate Class Members
18 were underpaid by approximately one (1) hour each week they worked. The 1,687 Class
19 Members worked a relatively small number of workweeks during the Class Period
20 (5,019) because many of them were temporary employees who only worked a few shifts.
21 This amount does not take into account any potential risks with respect to Plaintiffs
22 proving the merits or damages. Defendant contends it was not a joint employer with
23 MVP Event Productions, LLC and merely contracted with them for staffing. Defendant
24 further contends that it has a good faith defense to this claim because MVP Event
25 Productions, LLC provided instructions to Class Members regarding arriving at the
26 worksite and Defendant did not have knowledge of the hourly rates ultimately paid to
27 Class Members by MVP or whether MVP Event Productions, LLC deducted time from
28 Class Members' hours worked during the payroll process. In order to be liable for off-

1 the-clock work, an employer must know or have reason to know it was occurring.

2 *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051 (2012). If there was a finding
3 that Defendant's good faith defense has merit, which is a light burden, then no liquidated
4 damages could be recovered for this claim. See Labor Code § 1194.2(b). Taking these
5 factors into account, a more realistic range of recovery for this claim is \$0 to \$51,638.50
6 (reduced by 50% for risk associated with proving Defendant's liability on this claim).

7 b) Overtime Wages: This claim is based on allegations that Class Members were not paid
8 for all hours worked due to time automatically being deducted from Class Members'
9 hours worked for some meal periods that were not taken and time Class Members were
10 required to be on work premises without being compensated (*e.g.*, time spent walking to
11 the ultimate work location onsite after arriving on work premises and signing in, which
12 resulted in off-the-clock time that should have been paid as overtime wages. This claim
13 is also based on allegations that bonuses were paid to Class Members that were not
14 incorporated into the regular rates of pay for the purpose of paying overtime wages. The
15 regular rate of pay claim was included based on a document provided by Michael
16 Johnson that suggested Class Members as new employees were eligible to receive
17 bonuses for completing 4 shifts. However, after reviewing records Class Counsel did
18 not identify any instances of bonuses being paid. As a result, no amount is included in
19 this damage calculation for the regular rate of pay issue². At the time of mediation, the
20 maximum possible damages for this claim were determined based on time and pay
21 records and information provided by Plaintiffs. It was determined based on the records
22 that approximately 26.5% of off-the-clock work alleged would have been overtime
23 hours. The amount stated above, \$103,277 includes an amount for unpaid overtime
24 wages. The calculation does not take into account any potential risks with respect to
25 Plaintiffs proving the merits or damages. Defendant contends it was not a joint
26 employer with MVP Event Productions, LLC and merely contracted with them for
27

28 ² Plaintiffs' sick time allegations were also based on sick time not being paid at the correct regular rate of pay. Accordingly, no amount was calculated for sick time as there is no regular rate violation if bonuses were not paid to Class Members.

1 staffing. Defendant further contends that it did not know or have reason to know about
2 the off-the-clock work because MVP Event Productions, LLC provided instructions to
3 Class Members regarding arriving at the worksite and Defendant did not have
4 knowledge of whether MVP Event Productions, LLC deducted time from Class
5 Members' hours worked during the payroll process. In order to be liable for off-the-
6 clock work, an employer must know or have reason to know it was occurring. *Brinker*
7 *Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051 (2012). Taking these factors into
8 account, the more realistic range of recovery for this claim is as stated above.

9 c) Meal and Rest Periods: These claims are based on allegations that Class Members
10 received late lunches, lunches shorter than 30 minutes in length, did not receive all
11 second lunches for shifts longer than 10 hours, and did not receive rest breaks. At the
12 time of mediation, the maximum possible damages for these claims based on time
13 records and information provided by Plaintiffs was \$129,995, including interest
14 (\$109,091 for rest break claims and \$20,904 for meal period claims). These amounts
15 were calculated based on the violation rate found in the sample of time records for the
16 meal period claim and based on an estimate that there was a 100% violation rate for the
17 rest break claim. These amounts do not take into account any potential risks with
18 respect to Plaintiffs proving the merits or damages. Defendant contends it was not a
19 joint employer with MVP Event Productions, LLC and merely contracted with them for
20 staffing. Defendant contends MVP Event Productions, LLC was responsible for
21 providing meal and rest break policies to Class Members and that it was not responsible
22 for policing Class Members' breaks to ensure compliance with MVP Event Productions,
23 LLC's policies. Plaintiffs contend Defendant was a joint employer because there is
24 evidence Class Members were supervised and instructed by Defendant's management
25 and supervisors at the worksite, Defendant controlled what Class Members wore, where
26 they entered and exited the facility, which jobs they would perform, when they would be
27 released from a shift, and how they performed their assigned tasks. Defendant disputes
28 these facts. Defendant contends that even if it would have some information about

1 whether Class Members received breaks, it did not have knowledge regarding whether
2 MVP Event Productions, LLC paid premiums to Class Members for missed meal or rest
3 periods. Taking these factors into account, a more realistic range of recovery for this
4 claim is \$0 to 84,496.75 (reduced by 35% for risk associated with proving Defendant's
5 liability on this claim). This risk reduction is lower for these claims because
6 Defendant's management employees would have at least had knowledge of whether
7 Class Members were getting meal and rest periods because they were working together
8 on shifts.

9 d) Reimbursement: This claim is based on allegations that Class Members were required to
10 download a mobile app on their personal cellphones to request jobs, review schedules,
11 and get ratings. Class Members were also required to confirm their shifts by text
12 message and MVP Event Productions, LLC regularly communicated with employees by
13 text. In addition, there were occasions when Class Members were required to drive
14 between different work locations using their personal vehicles. Class Members were not
15 reimbursed for their cellphone use or mileage. At the time of mediation, the maximum
16 possible damages for this claim based on information provided by Plaintiffs was
17 \$73,841, including interest. This amount was calculated based on an estimate that Class
18 Members would be owed approximately \$20 per month for reimbursement for cellphone
19 use and occasional mileage. This amount does not take into account any potential risks
20 with respect to Plaintiffs proving the merits or damages. Defendant contends it was not
21 a joint employer with MVP Event Productions, LLC and merely contracted with them
22 for staffing. Defendant contends that MVP Event Productions, LLC was responsible for
23 policies/practices relating to cellphone use and driving personal vehicles and that it did
24 not have knowledge Class Members were not reimbursed because Defendant did not do
25 payroll for Class Members. Taking these factors into account, a more realistic range of
26 recovery for this claim is \$0 to 36,920.50 (reduced by 50% for risk associated with
27 proving Defendant's liability on this claim).

28 //

1 e) Waiting Time: This claim is derivative of the failure to pay minimum wages, failure to
2 pay overtime, and failure to provide meal and rest periods. Thus, the same risks
3 identified above apply to this claim. At the time of mediation, the maximum possible
4 damages for this claim based on the data and information provided by Plaintiffs was
5 \$3,513,880. This amount was calculated based on information from Defendant that
6 there were 1,215 former employees. It was assumed that each employee had some
7 amount of wages owing to him or her and the penalty was calculated using a full 30
8 days. This amount does not take into account any potential risks with respect to
9 Plaintiffs proving the merits or damages. Defendant contends it was not a joint
10 employer with MVP Event Productions, LLC and merely contracted with them for
11 staffing. Labor Code section 203 requires that the failure to pay wages be willful in order
12 for a waiting time penalty to be appropriate. Defendant contends that it cannot be liable
13 for waiting time penalties because it did not have knowledge of the alleged violations
14 and has a good faith defense. Defendant contends that because MVP Event Productions,
15 LLC was responsible for payroll for Class Members it did not have reason to know that
16 there were any unpaid wages. *See Noe v. Sup. Ct.*, 237 Cal. App. 4th 316, 331-332
17 (2015) (finding employer without knowledge of unlawful conduct is not liable for
18 willful acts of co-employer with respect to joint employees). Taking these factors into
19 account, it is possible this claim would be eliminated entirely.

20 f) Wage Statement: This claim is derivative of the claims above and therefore carries the
21 same risks. At the time of mediation, the maximum possible damages for this claim
22 based on the data and information provided by Plaintiffs was \$135,350. This amount
23 does not take into account any potential risks with respect to Plaintiffs proving the
24 merits or damages. Labor Code section 226 requires a knowing and intentional
25 violation. Defendant contends it cannot be liable because if wage statements were
26 inaccurate it did not have reason to know and MVP Event Productions, LLC was the
27 entity that provided Class Members with wage statements; not Defendant. Taking these
28

factors into account, a more realistic range of recovery for this claim is \$0 to \$33,837.50 (reduced by 75% for risk associated with proving Defendant's liability on this claim).

g) PAGA: This claim is derivative of the Labor Code violations identified above and would be subject to all the same risks as the underlying claims it is based on. This claim also includes allegations that Defendant is liable for misclassifying Class Members as independent contractors. Defendant contends that it cannot be liable for misclassification of Class Members because it was MVP Event Productions, LLC who was responsible for the misclassification. *See Noe v. Sup. Ct.*, 237 Cal. App. 4th 316, 331-332 (2015) (holding the misclassification statute did not permit employer to be penalized based on acts of co-employer in willfully misclassifying joint employees). Additionally, based on our research, we did not find any prior Labor Commissioner or court decisions that stated Defendant's practices and/or policies were improper. As such, a "subsequent violation" may not be found for penalty calculation purposes, and the exposure analysis here is based on an "initial violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). Based on the data and information from Plaintiffs the maximum total exposure for this claim is \$750,100. This amount does not take into account any of the risks in proving the merits of the underlying claims that the PAGA damages are based on. I believe the Court may exercise its discretion to reduce PAGA penalties in this case in light of Defendant's contention that it did not employ Class Members and that even if it was found to be a joint employer, it contends it did not have knowledge or control over the policies and practices Plaintiffs alleged were unlawful. Courts are statutorily authorized to use discretion to reduce penalties and the range of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). Thus, even if using the maximum values possible and setting aside risks of proving the claims on the merits, the total exposure may be cut to approximately \$135,018 (82% reduction) to \$525,070

(30%) or lower. It is important to note that this discretionary reduction is completely separate and in addition to any risks on the merits. Given Defendant's contentions it would not be liable as a joint employer and did not have knowledge or responsibility for alleged unlawful conduct and the substantial risks associated with the disputed claims, we believe the amount that might ultimately be awarded under this claim would be significantly lower than our maximum exposure calculation. Allocating \$10,000 to the PAGA claims in this case is appropriate, especially in light of amounts that Courts have approved as reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 U.S. Dist. LEXIS 63514, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S. Dist. LEXIS 8358, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, *34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000

1 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total
2 estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at
3 *7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement);
4 *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, at *14 (E.D. Cal. 2012) (\$10,000 in
5 PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments,*
6 *LLC*, 2011 WL 672645, at *1 (N.D. Cal. 2011) (approving PAGA settlement payment of
7 \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

8 11. In summary, Plaintiffs' gross recovery of \$175,000 under the Agreement equals
9 approximately 3.7% of the maximum likely value of the claims in this matter (\$4,706,433) and 51.2%
10 of the more realistic range of recovery (\$341,911.25 – although it is possible there would be no
11 recovery if a finding was made Defendant was not a joint employer). After deducting from the Gross
12 Settlement Amount the proposed allocations for attorneys' fees and costs, any Enhancement Payment
13 to the Class Representatives, Claims Administrator Costs, and the PAGA Payment to the LWDA, the
14 net recovery under the Agreement, \$41,250, represents approximately 0.87% of the maximum likely
15 value of the claims in this matter. The net recovery represents 12.1% of the more realistic range of
16 recovery. The average net award is approximately \$24.45. I believe the Agreement represents a
17 reasonable compromise of claims based on the legal and factual disputes in this case as well as the fact
18 that although there are 1,687 Class Members many of them only worked a few shifts. The ability to
19 secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than
20 proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this
21 Agreement.

22 12. In agreeing to represent Plaintiffs and take on the case for all Aggrieved Employees, our
23 office agreed to take this case on a contingency basis, meaning that we would take a percentage of any
24 settlement or judgment should we recover a monetary amount. We took a risk that we would not
25 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
26 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
27 make sure employees are able to find affordable representation in order to ensure that employers are
28

1 complying with all their legal obligations towards employees and paying employees all their hard-
2 earned wages.

3 13. I am a Senior Associate at Shimoda & Rodriguez Law, PC. Our law firm is a boutique
4 law practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
5 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Psychology. I
6 received my J.D. from the University of the Pacific McGeorge School of Law. I joined Shimoda &
7 Rodriguez Law, PC as a law clerk in February 2015 where I gained civil litigation experience working
8 on individual, class action and PAGA employment cases throughout law school. I also participated in
9 an employment law clinic in 2015 and 2016 that helps low-income workers by providing free legal
10 consultations, advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour,
11 discrimination/harassment, California leave laws, unemployment, workers' compensation, retaliation,
12 and wrongful termination, etc.) under the supervision of an attorney, preparing wage claims, and
13 providing representation in wage claims before the California Labor Commissioner. From 2016-2017,
14 I completed an externship at the Federal Public Defenders Office as a Certified Law Student where I
15 obtained discovery, completed legal research, drafted motions, negotiated plea deals, represented
16 clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings, etc.), and
17 defended a client against five misdemeanor charges in a jury trial in the United States District Court for
18 The Eastern District of California. I was also a member of the nationally recognized McGeorge Mock
19 Trial Team and went on to coach a high school Mock Trial team in 2018 after graduating from law
20 school. In May 2017, I graduated from the University of the Pacific, McGeorge School of Law with
21 Great Distinction and was inducted into the Order of the Coif, graduating in the top 10% of my class. I
22 received the Witkin Award for Academic Excellence in Legal Research and Writing, Civil Procedure,
23 Bankruptcy, and Criminal Procedure. From 2020 to present, I have been recognized as a Super
24 Lawyer (Rising Star). I have been a member of the executive committee of the Sacramento County Bar
25 Association Labor & Employment Section since January 2020, serving as Co-Chair of the committee in
26 2021. I have over seven years of experience working on civil litigation and employment law matters.
27 Most of that experience has been specific to analyzing and litigating wage and hour claims. As an
28 associate, I have worked on a variety of individual, class action, and PAGA cases involving wage and

hour claims, such as failure to pay overtime, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay reimbursement expenses, unlawful deductions, failure to keep accurate time records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition, breach of contract, independent contractor misclassification, and salaried misclassifications. Some of the class action and/or PAGA cases I am litigating and/or have litigated as lead or co-counsel include the following:

- *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin Sup. Ct.);
- *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D. Cal.);
- *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- *Gonzalez v. Northcentral Pizza, LLC, et. al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);

- *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- *Magat v. Medical Care Professionals, Inc., et. al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup. Ct.);
- *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup. Ct.);
- *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac. Sup. Ct.);
- *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);
- *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup. Ct.);
- *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);
- *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup. Ct.);
- *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac. Sup. Ct.);
- *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

1 14. The preceding list of cases does not include those where, for a variety of reasons, the
2 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
3 of the case.

4 15. The partner, Justin P. Rodriguez, Esq. also worked with me on this matter and was
5 critical in assisting with all aspects of the litigation of this case. Mr. Rodriguez attended and graduated
6 college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the Departmental Citation for
7 Academic Achievement in the Philosophy program. He was one of only two recipients of this award
8 out of the entire Philosophy Department. After U.C. Davis, Mr. Rodriguez attended the University of
9 the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. He
10 graduated in the top 20% of his class and was a member of the Traynor Honor Society at McGeorge.
11 Other academic achievements of his include receiving a Witkin Award (top grade) in his legal research
12 and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from
13 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being
14 an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal*
15 from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in
16 2009. Mr. Rodriguez was also a member of the Employment and Labor Law Society and an officer for
17 the Latino Law Students Association from 2009 to 2010.

18 16. Mr. Rodriguez was an associate of the Shimoda Law Corp from 2011 to 2016 and
19 became a partner in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022.
20 Since 2017, he has received an AV Preeminent rating from Martindale-Hubbell for his legal ability and
21 ethical standards. From 2018 to present, he has been recognized as a Super Lawyer (Rising Star). Mr.
22 Rodriguez has been a panel speaker and presented a number of seminars covering issues wage and hour
23 litigation in general and complex class and PAGA litigation in particular. These engagements include
24 the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California
25 (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense
26 Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers
27 Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any
28 Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and

1 Issues Relating to Arbitration and PAGA Claims in a Post-Viking River Cruises World (Sacramento
2 County Bar Assoc., Nov. 2022). Mr. Rodriguez was elected to the Sacramento County Bar Association
3 Labor and Employment Law Section’s executive committee in 2019 and was the Chair of the executive
4 committee for 2022. Mr. Rodriguez has also been a member of the Presiding Judge Civil Law
5 Advisory Committee for Sacramento County Superior Court since August 2020. His practice focuses
6 on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor
7 Standards Act (“FLSA”) claims. He is actively involved in most of the complex litigation handled by
8 our firm. Class and/or PAGA actions he has litigated or is currently litigating include, but is not limited
9 to, the following:

- 10 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 11 • *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 12 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 13 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 14 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
15 (San Joaquin Sup. Ct.);
- 16 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 17 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 18 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
19 Sup. Ct.);
- 20 • *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
21 Ct.);
- 22 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 23 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
24 00271174 (Sac. Sup. Ct.);
- 25 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
26 Ct.);
- 27 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
28 Ct.);

- 1 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
2 Sup. Ct.);
- 3 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 4 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
5 Ct.);
- 6 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 7 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
8 00209613 (Sac. Sup. Ct.);
- 9 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 10 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
11 00222101 (Sac. Sup. Ct.);
- 12 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 13 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 14 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 15 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 16 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 17 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
18 Ct.);
- 19 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 20 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 21 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 22 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 23 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 24 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 25 • *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- 26 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- 27 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- 28 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);

- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 34-2019-00263185 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

17. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

18. The partner, Galen T. Shimoda, Esq. also assisted with this case. Mr. Shimoda graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University

of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, he has authored a number of employment law articles for journals and regularly publishes articles on our firm's website.

19. He has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). He has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

20. He has practiced law in California since being admitted to the State Bar in 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases. He

1 began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP.
2 He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour
3 law. He has litigated several class action cases in California State and Federal Courts, including up to
4 certification, settlement, preliminary and final approval, and disbursement of monies, and has been
5 found to be satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA
6 cases he is litigating and/or has litigated as lead or co-counsel over the past nineteen (19) years include,
7 but are not limited to, the following:

- 8 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 9 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 10 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 11 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 12 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 13 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 14 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 15 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 16 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
17 Sup. Ct.);
- 18 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 19 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
20 Ct.);
- 21 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
22 Ct.);
- 23 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
24 Sup. Ct.);
- 25 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 26 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
27 Ct.);
- 28 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);

- 1 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
2 00209613 (Sac. Sup. Ct.);
- 3 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 4 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 5 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 6 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
7 (San Joaquin Sup. Ct.);
- 8 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 9 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
10 Sup. Ct.);
- 11 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 12 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 13 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-300000003 (Sac.
14 Sup. Ct.);
- 15 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 16 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 17 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 18 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 19 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 20 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 21 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 22 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 23 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 24 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 25 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 26 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 27 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
28 Sup. Ct.);

- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

21. The preceding list also does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case. In connection with any final approval hearing, my firm and Castle Law: Employment Law Counsel will be seeking attorneys' fees and costs, an Enhancement Payment to the Class Representatives, and Claims Administrator Costs as set forth in the Agreement. My firm and Castle Law: Employment Law Counsel entered into a Joint Prosecution Agreement that provides for a 50/50 fee split. We will be requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested amounts

will be set forth in the final approval motion, including information for the Court to perform a lodestar cross check of the requested attorney's fees, quantify the amount of time spent by Plaintiffs on this case and any further risks and/or burdens incurred as a result of acting as Class Representatives, an updated declaration in support of actual litigation costs and itemized cost spreadsheet, and declaration from the Claims Administrator detailing the work performed and Claims Administrator Costs incurred. My firm's expected costs through final approval are not expected to exceed \$20,000. Attached as **Exhibit E** is a true and correct copy of the costs incurred prior to the filing of this Motion and the expected costs incurred through the final approval and fairness hearing. Any difference in the awarded fees and costs, Class Representatives' Enhancement Payment, and Claims Administrator Costs and the amounts allocated for each under the Agreement will be added back to the Net Settlement Amount and distributed pro rata to Class Members.

22. I have used several class action administrator companies in the wage and hour class actions I have resolved in the past and believe Apex Class Action will provide the best service to administer the proposed class settlement. Apex Class Action has provided a quote for the estimated maximum cost of administering the class settlement of approximately \$15,300³. A true and correct copy of a cost estimate provided by Apex Class Action is filed with this Motion as **Exhibit D**. This is only an estimate, and final pricing may vary depending on the issues, if any, that arise during the administration of the settlement. However, the difference between the actual, lesser costs and \$25,000, if any, will be paid to the participating Class Members on a pro rata basis.

23. A copy of the proposed Agreement and the entire Motion was submitted to the LWDA for review at the same time the Motion was submitted to the Court pursuant to California Labor Code section 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as **Exhibit H**.

24. A true and correct copy of the proposed Notice of Settlement is being filed with this Motion as **Exhibit F**.

³ We anticipate the cost of administration will increase but remain under the \$25,000 as it is still being determined what the cost of the newspaper ads and interactive website will be.

1 25. A true and correct copy of the proposed Claim Form is being filed with this Motion as
2 **Exhibit G.**

3 26. The intended *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. (“CPB”) and
4 The Center For Workers Rights (“CFWR”). Only those funds that remain from uncashed settlement
5 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

6 27. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
7 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
8 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
9 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
10 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
11 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
12 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
13 *pres* funds from several jurisdictions in the State of California, including from Sacramento County
14 Superior Court.

15 28. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
16 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
17 their current or former employment. This assistance regularly includes, but is not limited to, free legal
18 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
19 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
20 forms, and direct representation in administrative hearings, including administrative hearings in front of
21 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
22 who provide assistance, along with experienced employment law attorney volunteers. These services
23 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
24 and continuing through today under CPB.

25 29. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
26 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
27 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
28 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with

workers and advises them as to the available legal remedies. In addition to individual counseling on employment issues, the CFWR educates workers, unions, and community members about workplace laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

30. The CFWR provides limited representation for low-wage workers in wage claims before the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The CFWR helps workers navigate the wage claim process before the California Labor Commissioner through advice given at its legal consultation clinics and/or, in some cases, through representing workers in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated towards assisting low-wage workers with wage claims and enforcing the California Labor Code with respect to those wage claims.

31. I believe the services provided by CPB and the CFWR promote the law consistent with the objective of wage and hour class actions in general and in this case specifically.

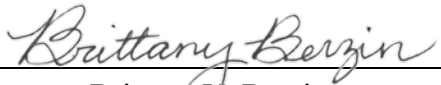
32. I have spoken with every other attorney at my firm to determine whether they have any relationship with either of the proposed *cy pres* beneficiaries.

33. I have never done any work, volunteer or otherwise with Capital Pro Bono, Inc. During law school, I was a student volunteer for the CFWR for two summers. Since graduating law school, I have volunteered for the CFWR approximately one to two times per year, assisting in the advice clinic. Recently, I volunteered to be on the Board of Directors and am currently the Chair, which is an unpaid position. As Chair, I am one of seven Board Members, who are all from different law firms and/or local public and private organizations. No compensation or benefits, monetary or otherwise, are provided to any Board Member or organization a Board Member is associated with. The Executive Director of the CFWR supervises, directs, and controls the day-to-day operations of the CFWR, not myself or the Board of Directors. As Chair, my additional duties include scheduling meetings, drafting meeting agendas and presiding over meetings. Furthermore, CFWR has not, and does not, provide any referrals to Shimoda & Rodriguez Law, P.C. Justin Rodriguez has volunteered for both CPB and the CFWR numerous times

1 over the past several years, either directly in the advice clinics or by presenting seminars on wage and
2 hour laws for law students seeking to also volunteer at advice clinics. He has also volunteered by sitting
3 on CPB's advisory committee. Mr. Rodriguez has never received payment or compensation of any kind
4 in connection with any work he's done with the CPB or CFWR. Galen T. Shimoda has volunteered for
5 both organizations on and off over the past several years through either presenting wage and hour
6 seminars to law students who staff the free advice clinics or helping at the advice clinics themselves.
7 However, Mr. Shimoda has not performed any volunteer work with either organization since
8 approximately March 2020. Mr. Shimoda has never received payment or compensation of any kind in
9 connection with any work he's done with CPB or CFWR.

10 34. Neither my firm, Myself, Mr. Rodriguez nor Mr. Shimoda have not received any
11 compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in connection
12 with any of the volunteer work we have done with the organizations.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed on December 21, 2023 in Lodi, California.

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16 
17 _____
18 Brittany V. Berzin
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on behalf of herself and similarly situated employees

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Attorneys for Plaintiff MICHAEL JOHNSON
on behalf of himself and similarly situated employees

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,
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

**DECLARATION OF KALI BATES IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

1 I, Kali Bates, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for MVP Event Productions, LLC and Legends Hospitality, LLC
6 ("Defendant") from approximately August 2021 to January 2022 as a non-exempt Bartender and Event
7 Staff at various concert and sports venues around Northern California. I was subject to all of the
8 policies and practices that have been alleged as unlawful in the Complaint and the notice sent to the
9 Labor and Workforce Development Agency, including the following: 1) willfully misclassifying
10 workers as independent contractors; 2) failing to pay all minimum wages; 3) failing to pay all overtime
11 wages; 4) failing to keep accurate records; 5) failing to provide meal periods or pay premiums in lieu
12 thereof; 6) failing to provide rest periods or pay premiums in lieu thereof; 7) failing to provide accurate
13 wage statements; 8) failing to pay final wages; 9) failing to timely pay wages during employment; 10)
14 failing to pay reimbursements for personal cellphone use and milage; 11) failing to pay reporting time;
15 12) failing to provide or pay all sick time; and 13) failing to correctly calculate employees' regular rates
16 of pay when bonuses were paid.

17 3. I have actively participated in the litigation of this case for the benefit of all Class
18 Members. My attorneys explained to me the risks and benefits of bringing a class action and a claim
19 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
20 PAGA action meant that it would take substantially longer than pursuing my claims individually,
21 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
22 end, but I believed it was important to make sure that Defendants followed the law for everyone. I
23 understood that I took on the risk, both professionally and financially, in pursuing the case as a class
24 and PAGA action rather than pursuing my claims individually. As a Class Representative, I also took on
25 the risk of having to pay the defendants' costs if we were unsuccessful in bringing our claims.

26 4. During the course of this litigation, I have given detailed accounts of all the facts related
27 to my employment. I provided my attorneys with extensive documentation that I believe supported the
28 claims. I met with and assisted my attorneys in understanding these documents and providing

1 information about MVP Event Production, LLC's and Defendant's policies and practices as they
2 applied to me and how I believed they applied to other employees.

3 5. The work I performed for this case included gathering paperwork including timecards,
4 text messages, emails, and tax returns. I also provided pictures of totals paid at end of shift.

5 6. I participated in the negotiations and settlement discussions in this case, including
6 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
7 additional information needed to assist the negotiations, and discussing the potential terms of the
8 Agreement to evaluate its adequacy. Throughout the course of this litigation, I have asked questions
9 when I needed clarification about various aspects of this case to make sure there were continually steps
10 taken to advance the interests of Class Members.

11 7. Although I have already spent a substantial amount of time on this case and assisting my
12 attorneys, I expect the amount of time I spend on this case will increase if preliminary approval is
13 granted because Class Members will likely reach out to me about the Settlement and the process for
14 receiving payment.

15 8. I have not received any benefits as a result of filing this lawsuit. I have, however,
16 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not
17 subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay the defendants'
18 costs if the Court or jury rules against us on the claims. My understanding is that this is a substantial
19 risk because the costs associated with litigation, in general, are very high and this cost is multiplied
20 many times over in complex litigation like class actions. I have spent a substantial amount of time in
21 this case, securing a monetary benefit for many individuals who have not had to do anything to have
22 the opportunity to receive it. As part of the Settlement, I am the only individual providing a general
23 release of all my individual claims and waiving the protections of California Civil Code section 1542
24 for unknown claims. No other Class Member is subject to such a broad release.

25 9. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
26 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe
27 the terms of the Settlement and allocations are fair and reasonable given the facts of the case.
28

10. I understand that any Class Representative Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 21, 2023 in Rocklin, California.


Kali Bates (Dec 21, 2023 15:45 PST)

Kali Bates

Bates-Johnson Decl of KB ISO PAMv1 bb 12-10-23[39][77]

Final Audit Report

2023-12-21

Created:	2023-12-21
By:	Ron Buchanan (rb@castleemploymentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjTxgTDZROWwCgPEOYz5HKRpIV8ZZcrp3

"Bates-Johnson Decl of KB ISO PAMv1 bb 12-10-23[39][77]" History

-  Document created by Ron Buchanan (rb@castleemploymentlaw.com)
2023-12-21 - 11:40:14 PM GMT- IP address: 207.231.68.167
-  Document emailed to Kali Bates (bates.kali3@gmail.com) for signature
2023-12-21 - 11:40:30 PM GMT
-  Email viewed by Kali Bates (bates.kali3@gmail.com)
2023-12-21 - 11:45:12 PM GMT- IP address: 74.125.209.37
-  Document e-signed by Kali Bates (bates.kali3@gmail.com)
Signature Date: 2023-12-21 - 11:45:39 PM GMT - Time Source: server- IP address: 174.236.228.148
-  Agreement completed.
2023-12-21 - 11:45:39 PM GMT

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on behalf of himself and similarly situated employees

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

**DECLARATION OF MICHAEL JOHNSON
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

1 I, Michael Johnson, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support
4 of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants MVP Event Productions, LLC and Legends Hospitality, LLC
6 ("Defendants") from approximately January 12, 2022 to March 14, 2022 as a non-exempt employee. I
7 was subject to all of Defendants' policies and practices that have been alleged as unlawful in the
8 Complaint and the notice sent to the Labor and Workforce Development Agency.

9 3. I have actively participated in the litigation of this case for the benefit of all Class
10 Members. After securing Shimoda & Rodriguez Law, PC, I continued to be actively involved in the
11 case to help ensure a positive outcome.

12 4. My attorneys explained to me the risks and benefits of bringing a class action and a
13 claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a
14 class and PAGA action meant that it would take substantially longer than pursuing my claims
15 individually, whether in Court or with the California Labor Commissioner, and that I risked getting
16 nothing in the end, but I believed it was important to make sure that Defendant followed the law for
17 everyone. I understood that I took on the risk, both professionally and financially, in pursuing the case
18 as a class and PAGA action rather than pursuing my claims individually. As a Class Representative, I
19 also took on the risk of having to pay Defendant's costs if we were unsuccessful in bringing our claims.

20 5. During the course of this litigation, I have given detailed accounts of all the facts related
21 to my employment. I provided my attorneys with extensive documentation that I believe supported the
22 claims brought against Defendant. I met with and assisted my attorneys in understanding these
23 documents and providing information about Defendant's policies and practices that applied to myself
24 and other Class Members. The work I performed for this case included searching for and reviewing
25 documents and explaining to my attorneys what was happening and why I thought it was unlawful. For
26 example, I provided documents to my attorneys, including MVP Event Productions, LLC's
27 employment policies in my possession. I also provided my attorneys with all text messages and e-mails
28 between myself and MVP Event Productions, LLC.

1 6. I participated in the negotiations and settlement discussions in this case, including
2 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
3 additional information needed to assist the negotiations, and discussing the potential terms of the
4 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
5 when I needed clarification about various aspects of this case to make sure there were continually steps
6 taken to advance the interests of Class Members.

7 7. Although I have already spent a substantial amount of time on this case and assisting my
8 attorneys, I expect the amount of time I spend on this case will increase if preliminary approval is
9 granted because Class Members will likely reach out to me about the Settlement and the process for
10 receiving payment.

11 8. I have not received any benefits as a result of filing this lawsuit. I have, however,
12 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not
13 subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay Defendants' costs
14 if the Court or jury rules against us on the claims. My understanding is that this is a substantial risk
15 because the costs associated with litigation, in general, are very high and this cost is multiplied many
16 times over in complex litigation like class actions. I have spent a substantial amount of time in this
17 case, securing a monetary benefit for many individuals who have not had to do anything whatsoever to
18 have the opportunity to receive it. As part of the Settlement, I am the only individual providing a
19 general release of all my individual claims and waiving the protections of California Civil Code section
20 1542 for unknown claims. No other Class Member is subject to such a broad release.

21 9. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
22 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe
23 the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

24 10. I understand that any Class Representative Enhancement Payment I may receive is for
25 my participation as a Class Representative and it is not contingent on my support or approval of the
26 Agreement.

27 //

28 //

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on December 21, 2023 in Sacramento, California.

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5 DocuSigned by:
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Attorneys for Plaintiff MICHAEL JOHNSON
on behalf of himself and similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

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

**DECLARATION OF TIMOTHY B. DEL
CASTILLO IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

1 I, Timothy B. Del Castillo, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiffs Kali Bates herein. I am making this declaration on
4 behalf of the named Plaintiffs Kali Bates and Michael Johnson (“Plaintiffs”), the putative class
5 members, and in support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
6 Settlement (“Motion”).

7 2. On April 1, 2022, Plaintiff Kali Bates filed a wage and hour class action in the
8 Sacramento County Superior Court against Legends Hospitality, LLC and MVP Event Productions,
9 LLC. A related wage and hour class action was filed by Plaintiff Michael Johnson in the Sacramento
10 Superior Court against the same defendants on May 18, 2022. Thereafter, Plaintiffs agreed to
11 consolidate their claims into one lawsuit. Accordingly, Plaintiff Michael Johnson dismissed his lawsuit
12 without prejudice and Plaintiff Kali Bates filed a First Amended Complaint to add Michael Johnson as
13 a named plaintiff.

14 3. Plaintiffs exhausted administrative remedies through the Labor and Workforce
15 Development Agency (“LWDA”) prior to adding a Private Attorneys General Act (“PAGA”) claim in
16 the First Amended Complaint. Plaintiff Kali Bates filed a notice with the LWDA on March 23, 2022
17 setting forth facts and theories of liability. A true and correct copy of the notice Plaintiff Kali Bates
18 filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent
19 to the employers identified in the notice via certified mail and the \$75.00 filing fee was remitted to the
20 LWDA at that time. There was no response by the LWDA regarding its intent to investigate the claims
21 alleged in Plaintiff Kali Bates’ notice for more than 65 days. As such, Plaintiff became authorized to
22 commence a civil action under the PAGA and filed a First Amended Complaint on October 25, 2022.

23 4. My office has been actively engaged in litigating this matter, working closely with our
24 co-counsel, Shimoda & Rodriguez Law, PC on behalf of Class Members. During the course of this
25 litigation, myself along with attorneys from Shimoda & Rodriguez Law, PC have reviewed and analyzed
26 policy and payroll documents provided by our clients or MVP Event Productions, LLC, as well as a
27 random sampling of Class Members’ time data produced by Legends Hospitality, LLC and the
28 Temporary Staffing Services Agreement it had with MVP Event Productions, LLC. The investigation

1 and informal discovery in this case covered all aspect of the asserted claims, including certification
2 issues, merits issues, damages, the content and implementation of the wage and hour policies at issue,
3 and issues relating to manageability concerns at trial. In addition, I participated in the mediation on July
4 12, 2023.

5 5. Plaintiff Kali Bates assisted in all aspects of this litigation, including providing factual
6 information relating to her and Class Members' employment conditions, providing a substantial number
7 of documents, answering questions regarding factual contentions in this matter, and participating in the
8 mediation. This was important because it directly related to our ability to maintain this case as a class
9 action and our ability to obtain a favorable settlement for the class.

10 6. I am a seasoned litigation and trial attorney who has litigated numerous wage-and-hour
11 class action cases, both for Defendants and for Plaintiffs. Ever since I began practicing law, I have
12 practiced virtually exclusively California employment law, including individual and representative
13 actions on behalf of both employers and employees. I have worked on numerous class action cases in
14 California, in both Federal and Superior courts, since 2011.

15 7. I graduated with a Bachelor of Arts degree from Franciscan University of Steubenville in
16 2001, summa cum laude, with a double major in philosophy and theology. I received my Juris Doctor
17 degree from Pepperdine University School of Law in 2010, magna cum laude and graduated in the top
18 3% of my class. During law school I was a Lead Articles Editor for the Pepperdine Law Review, served
19 as a teaching assistant, and externed for Chief Judge Alex Kozinski of the United States Court of
20 Appeals for the Ninth Circuit.

21 8. I started my legal career as a judicial law clerk to Williams H. Pryor Jr. of the United
22 States Court of Appeals for the Eleventh Circuit, immediately after which I practiced employment law
23 for several years with two of the largest and highly-regarded international law firms: Akin Gump Strauss
24 Hauer & Feld LLP in Los Angeles and Orrick Herrington & Sutcliffe LLP. As a Senior Associate in the
25 employment litigation group at Orrick, Herrington & Sutcliffe LLP in its Sacramento, California office,
26 my hourly rate exceeded \$700.00 per hour and I worked on numerous complex wage-and-hour class
27 actions like this one. I have represented numerous Fortune 500 companies in high-stakes employment
28 cases involving discrimination, harassment, retaliation, misclassification, claims for unpaid wages,

violations of the California Labor Code, wrongful termination, and many other employment-related claims. For example, I have defended wage-and-hour class and PAGA cases for employers such as Sears, Starbucks, and Morgan Stanley to name a few.

9. In 2017, I started my own independent law practice, Castle Law: California Employment Counsel. I now represent both individuals and companies in employment law matters, with a particular emphasis on wage-and-hour issues.

10. I have served on the Executive Committee for the Labor and Employment Section of the Sacramento County Bar Association, and on the Board for the Solo and Small Firm Division of the Sacramento County Bar Association. I have given numerous presentations on the topic of California wage-and-hour employment law, including to the National Business Institute and other human resources groups. In 2018 and 2021, I was selected by a vote of my peers to be included in Sacramento Magazine's list of 2018 Top Lawyers in Sacramento. In 2020-2021, I was recognized as a Super Lawyer Rising Star for employment law, which recognizes no more than 2.5 percent of attorneys in each state. In 2022 and 2023, I was selected as a Super Lawyer.

11. I have given presentations to numerous legal and business groups on topics related to employment law in California, including but not limited to the following:

- a) *Strategies for a Successful Mediation in Wage and Hour Class and PAGA Actions*, 13th Annual Advanced Wage and Hour Conference, California Lawyers Association
- b) *Putting in Work: Running a High-Level Employment Law Practice*, Above the Law: The Legal Tech Non-Event with Jared Correia
- c) *Arbitration Agreements and PAGA Claims*: Good News for Employers, Workplace Wake-Up with Jennifer Shaw
- d) *Employment Litigation: Perspectives from the "Other Side"* Workplace Wake-Up with Jennifer Shaw
- e) *Calculating Damages, Exposure & PAGA Penalties for Mediation/Settlement in Wage and Hour Class and Representative Actions*, Bridgeport Continuing Education
- f) *The Mini MBA for Attorneys: Labor and Employment Law Essentials*, National Business Institute

- 1 g) *How to Become a Pivotal Part of Any Wage and Hour Practice Group*, Sacramento County
2 Bar, Labor and Employment Section
3 h) *Alternative Dispute Resolution in Employment*, National Business Institute
4 i) *Easy as ABC?: What Business Owners Need to Know About Worker Classification*, SCORE
5 Association
6 j) *Negotiations, Settlement, and Mediation*, Federal Bar Association: Sacramento Chapter

7 12. I have experience representing clients' interests in trials, appeals, arbitrations, and
8 mediations. I have tried three employment law cases in Sacramento Superior Court together, including a
9 certified class and Private Attorney General Act ("PAGA") action that went to trial in February 2019
10 before Honorable Steven M. Gevercer. (*Baker v. Advanced Disability Management, Inc.*, Case No. 34-
11 2014-00160711).

12 13. My firm has represented numerous individuals in class and PAGA representative actions,
13 including other matters in which class and PAGA action settlements have been approved with me as
14 counsel for Plaintiffs. Courts have routinely awarded my firm common fund fee percentages in class
15 and PAGA cases ranging from 33% to 40%. These cases include, but are not limited to, the following:

- 16 a) *Ryan Devore v. BWW Resources, LLC*, Sacramento Superior Court Case No. 34-
17 2021099304976-CU-OE-GDS (class and PAGA action final approval granted for settlement
18 for \$4,500,000 with 33.33% attorney fee award);
19 b) *Rooney v. Save Mart Supermarkets*, Sacramento Superior Court Case No. 34-2020-00274973-
20 CU-OE-GDS (class and PAGA action final approval granted for settlement for \$7,480,000
21 with 35% attorney fee award);
22 c) *Marie Hogan v. Aecom Technical Services, Inc.*, Los Angeles County Superior Case No.
23 19STCV40072 (counsel for Plaintiff, wage-and-hour class action settlement final approval
24 granted; \$3,680,000.00 settlement with 33.33% attorney fee award);
25 d) *Aaron Carr v. Howroyd-Wright Employment Agency et al.*, Sacramento Superior Court, Case
26 No. 34-2018-00228290 (counsel for Plaintiff, wage-and-hour class and PAGA action, final
27 approval of settlement for \$1,195,000.00 with 35% attorney fee award);
28

- 1 e) *Christian Sipin et al. v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case No.
2 STK-CV-UOE-2019-0004629 (counsel for Plaintiffs, wage-and-hour class and PAGA action,
3 final approval of settlement for \$1,500,000.00 with 35% attorney fee award);
- 4 f) *Sean Lalor et al. v. Mendocino Farms*, Sacramento County Superior Court, Case. No. 34-
5 2020-00277871 (class and PAGA action, final approval granted for \$1,500,000.00 with
6 33.33% attorney fee award);
- 7 g) *Deena Sakhel v. Cogir Management USA Inc.*, San Joaquin County Superior Court, Case No.
8 STK-CV-UOE-2020-0001215 (class and PAGA action, final approval granted for settlement
9 for \$1,300,000.00 with 35% attorney fee award);
- 10 h) *Melody Armstrong et al. v. Ruan Transport Corp.*, San Bernardino County Superior Court,
11 Case No. CIVDS1605897 (class and PAGA action, final approval granted for \$1,480,000.00
12 with 33.33% attorney fee award);
- 13 i) *Anthony Evans et al v. Direct Delivery Service, Inc. et al.*, San Joaquin County Superior Court
14 Case No. STK-CV-UOE-2020-0003776 (class and PAGA action, preliminary approval
15 granted for settlement for \$900,000.00 with 35% attorney fee award);
- 16 j) *Jerome Williams v. RC Willey Home Furnishings*, Sacramento Superior Court Case No. 34-
17 2019-00272003 (class and PAGA action, final approval granted for settlement for
18 \$750,000.00 with 35% attorney fee award);
- 19 k) *Anthony Trujillo v. Valet Living, LLC*, Sacramento Superior Court Case No. 34-2020-
20 00273711 (class and PAGA action, final approval granted for \$750,000.00 with 35% attorney
21 fee award);
- 22 l) *Susan Tanis v. Laser Eye Care of California, LLC et al.*, Sacramento County Superior Court,
23 Case No. 34-2021-00299140 (class and PAGA action, final approval granted for \$720,000.00
24 with 35% attorney fee award);
- 25 m) *Blythe Ducheneaux v. Villa Sport, et al.*, Placer County Superior Court, Case No. S-CV-
26 0044826 (class and PAGA action, final approval granted for \$626,000.00 with 35% attorney
27 fee award);
- 28

- 1 n) *Nicholas Simon v. Maita Enterprises, Inc.*, Sacramento Superior Court Case No. 34-2020-
2 00276615 (PAGA-only action settlement approval for \$410,000.00 with 40% attorney fee
3 award);
- 4 o) *Robert Amador v. Jeff Thompson's Auto Group, Inc.*, El Dorado County Superior Court, Case
5 No. PC20190146 (PAGA-only settlement approved for \$260,000.00 with 40% attorney fee
6 award);
- 7 p) *Virginia Gottlieb v. Agilent Tech.*, Sacramento Superior Case No. 34-2018-0244298 (PAGA-
8 only settlement approved for \$300,000.00 with 35% fee award);
- 9 q) *Bulos Saliba v. Amerigas Propane*, Sacramento Superior Case No. 34-2019-00257327
10 (counsel for Plaintiff, final approval granted in wage-and-hour class and PAGA action for
11 \$195,000.00 with 40% attorney fee award).

12 14. Additionally, my firm is counsel for Plaintiffs in numerous other currently pending class
13 and PAGA representative actions in Superior Courts throughout the state, which are at various stages of
14 litigation but have not yet gone to judgment or had settlements approved. In several cases my firm has
15 also represented employers in complex wage-and-hour class and PAGA cases.

16 15. I have reviewed the Declaration of Brittany V. Berzin and agree with her statements
17 regarding the case history, the assessment of the value of the claims, the mediation and negotiations that
18 took place, the discovery and investigations performed, and the reasonableness of the settlement.

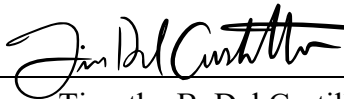
19 16. Class Counsel have advanced all costs in this litigation. Included in **Exhibit E** is a true
20 and correct copy of the costs incurred to date by my firm.

21 17. The intended *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
22 The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement
23 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement. I believe the
24 services provided by CPB and the CFWR promote the law consistent with the objective of wage and
25 hour class actions in general and in this case specifically.

26 18. I have spoken with Lisa L. Bradner at my firm to determine whether she has any
27 relationship with either of the proposed *cy pres* beneficiaries. I have referred potential clients to CFWR
28 and my firm has designated CFWR as a *cy pres* beneficiary in other cases, but otherwise my firm has no

1 relationship with either organization. My firm, myself, and Ms. Bradner have not received any
2 compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on December 21, 2023 in Roseville, California.

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7 Timothy B. Del Castillo
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Timothy B. Del Castillo (SBN: 277296)
Lisa L. Bradner (SBN: 197952)
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on behalf of herself and similarly situated employees

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Attorneys for Plaintiff MICHAEL JOHNSON
on behalf of himself and similarly situated employees

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 to
20, inclusive,

Defendants.

Case No. 34-2022-00317653

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

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiffs' First Amended Complaint
C	Plaintiffs' Letters to the LWDA Regarding PAGA Claims
D	Apex Class Action Quote
E	Plaintiffs' Itemized Costs
F	Proposed Notice of Settlement
G	Proposed Claim Form
H	Proof of Submission of Proposed Settlement Agreement to LWDA
I	Proposed Second Amended Complaint

Dated: December 21, 2023

Shimoda & Rodriguez Law, PC

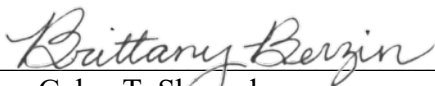
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Brittany V. Berzin
 Attorneys for Plaintiffs

EXHIBIT A

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Attorneys for Defendant LEGENDS
HOSPITALITY, LLC

**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

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: April 1, 2022
FAC Filed: October 25, 2022
Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiffs Kali Bates and Michael Johnson, on behalf of themselves, the Labor
3 and Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant Legends
4 Hospitality, LLC. This Agreement is subject to the terms and conditions set forth below and the approval
5 of the Court.

6 **1. DEFINITIONS**

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

8 1.1 “Action” means the above stated lawsuit, *Bates, et al. v. MVP Event Productions, LLC, et*
9 *al.*, Sacramento County Superior Court, Case No. 34-2022-00317653, filed April 1, 2022.

10 1.2 “Aggrieved Employee(s)” means all individuals who were staffed to Legends Hospitality,
11 LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an
12 employee or independent contractor, at any time during the PAGA Claim Period.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 “Claim Amount” means an individual Class Member’s and Aggrieved Employee’s
16 allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.22,
17 1.26, 5.5, and 5.8-5.8.2.

18 1.5 “Claims Administrator” means and refers to Apex Class Action, the third-party entity that
19 will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator agreed
20 to by the Parties and approved by the Court for the purposes of administering this Agreement. The Parties
21 each represent that they do not have any financial interest in the Claims Administrator.

22 1.6 “Claims Administrator Costs” means the fees and expenses reasonably incurred by the
23 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,
24 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
25 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees
26 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
27 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
28 Members and/or Aggrieved Employees, Class Counsel, and Defendant’s Counsel; all costs and fees

1 associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes;
2 all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related
3 payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under
4 the Agreement; all costs and fees associated with preparing any tax returns and any other filings required
5 by any governmental taxing authority or agency; all costs and fees associated with preparing any other
6 notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other
7 costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its
8 duties under this Agreement

9 1.7 “Claim Form” means the document substantially in the form attached hereto as Exhibit 2.

10 1.8 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Brittany V. Berzin of
11 Shimoda & Rodriguez Law, PC and Tim Del Castillo and Lisa Bradner of Castle Law: California
12 Employment Law Counsel, PC.

13 1.9 “Class Member(s)” means all individuals who were staffed to Legends Hospitality, LLC by
14 MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee
15 or independent contractor, at any time during the Class Period.

16 1.10 “Class Period” means April 1, 2018 up to either (1) the Preliminary Approval Date, or (2)
17 December 22, 2023, whichever is earlier.

18 1.11 “Class Representatives” or “Plaintiffs” means Plaintiffs Kali Bates and Michael Johnson.

19 1.12 “Class Representatives’ Released Claims” means any and all claims whatsoever Plaintiffs
20 may have against Released Parties regarding Plaintiffs’ employment and/or the termination of employment
21 including, but not limited to, any claims for wages, penalties, bonuses, severance pay, vacation pay,
22 employment benefits, stock options, violation of any personnel policy, any claims based on discrimination,
23 harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising
24 out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing,
25 any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction
26 on any Defendant’s right to terminate the employment relationship, or any federal, state, or other
27 governmental statute, executive order, regulation or ordinance, or common law, or any other basis
28 whatsoever, to the fullest extent provided by law.

1.13 “Complaint” means the operative Complaint on file in the Action with the Court.

1.14 “Court” means the Sacramento County Superior Court.

1.15 “Defendant” means Defendant Legends Hospitality, LLC as named by Plaintiffs Kali Bates and Michael Johnson in the Complaint, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, principals, heirs, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. This definition does not include MVP Event Productions, LLC or any of its owners, directors, officers, or managing agents.

1.16 “Defendant’s Counsel” means K&L Gates LLP.

1.17 “Enhancement Payment” means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Claim Amount paid to the Class Representatives as Participating Class Members or Aggrieved Employees.

1.18 “Effective Date” means the date that all of the following events have occurred: (i) the Court has entered an Order and Judgment approving the Settlement; and (ii) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court’s Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the Settlement or the Effective Date otherwise fails to occur, the entire Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements, proceedings, and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

1.19 “Final Approval Date” means the date a signed order granting final approval of this Agreement is filed with the Court.

1.20 “Gross Settlement Amount” is the sum of One Hundred Seventy-Five Thousand Dollars and No Cents (\$175,000.00).

1 1.21 “LWDA” means the California Labor and Workforce Development Agency.

2 1.22 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
3 distribution to Participating Class Members, as described in this Agreement, after deduction of Class
4 Counsel’s attorneys’ fees and litigation costs, Claims Administrator Costs, the PAGA Payment, and
5 Enhancement Payment to the Class Representatives.

6 1.23 “Notice of Settlement” means the document substantially in the form attached hereto as
7 Exhibit 1.

8 1.24 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
9 Settlement and Claim Form to Class Members and Aggrieved Employees.

10 1.25 “PAGA” means Private Attorneys General Act.

11 1.26 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
12 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

13 1.27 “PAGA Claim Period” means March 23, 2021 up to either (1) to the Preliminary Approval
14 Date or (2) December 22, 2023, whichever is earlier.

15 1.28 “Participating Aggrieved Employee” means any and all Aggrieved Employees who have
16 submitted a valid and complete Claim Form.

17 1.29 “Participating Class Member” means any and all Class Members who have timely submitted
18 a valid and complete Claim Form and have not made any timely request to opt-out of the settlement of
19 Released Class Claims.

20 1.30 “Parties” mean Defendant and Plaintiffs.

21 1.31 “Preliminary Approval Date” means the date a signed order granting preliminary approval
22 of this Agreement is filed with the Court.

23 1.32 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator that meets
24 the requirements of a QSF under US Treasury Regulation section 468B-1 for the benefit of the Participating
25 Class Members and/or Aggrieved Employees and from which the payments under this Agreement shall be
26 made. Any amounts Defendant has agreed to pay under this Agreement shall remain the property of
27 Defendant until the payments required under the Agreement are made.

28 //

1 1.33 “Qualifying PAGA Pay Periods” means the number of calendar weeks (*i.e.*, a week
2 beginning with Sunday and ending with Saturday), in which an Aggrieved Employee worked at least one
3 (1) shift for Defendant. The calculation of an Aggrieved Employee’s Qualifying PAGA Pay Periods and
4 a determination as to whether an Aggrieved Employee was staffed to work for Defendant in California in
5 a particular workweek shall be construed from Defendant’s records and/or any proof an Aggrieved
6 Employee presents.

7 1.34 “Qualifying Workweeks” are any calendar week (*i.e.*, a week beginning with Sunday and
8 ending with Saturday), in which a Class Member worked at least one (1) shift for Defendant. The
9 calculation of a Class Member’s workweeks and a determination as to whether a Class Member was staffed
10 to work for Defendant in California in a particular workweek shall be construed from Defendant’s records
11 and/or any proof a Class Member presents.

12 1.35 “Released Class Claims” means all claims, rights, demands, liabilities and causes of action
13 that are alleged, or reasonably could have been alleged, reasonably arise out of, or reasonably relate to the
14 facts or allegations asserted in the operative Complaint in this Action through the Class Period, including
15 the following as set forth in (a)-(c):

- 16 a. (i) failure to pay all regular wages, minimum wages, overtime wages due and liquidated
17 damages; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
18 provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary
19 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to
20 pay wages timely at time of termination or resignation; (vii) failure to provide timely pay
21 wages during employment; and (viii) unfair business practices that could have been
22 premised on the claims or causes of action described above or any of the claims or causes
23 of action pleaded in the operative Complaint;
- 24 b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices
25 or punitive damages alleged or which could have been alleged under the same or similar
26 facts, allegations and/or claims pleaded in the complaints filed as part of the operative
27 Complaint; and
28

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 of the settlement of Released Class Claims regardless of whether they have submitted a Claim Form.

1.36 “Released PAGA Claims” means 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 Released PAGA Claims.

1.37 “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. However, for avoidance of doubt, the Parties agree that the Released Class Claims and Released PAGA Claims shall operate in full force and effect with respect

1 to Legends Hospitality, LLC to the maximum extent of the law, and this Release shall serve as a complete
2 defense as to any Released Class Claims and Released PAGA Claims against Legends Hospitality, LLC.

3 **2. DESCRIPTION OF THE LITIGATION**

4 2.1 On March 23, 2022, Plaintiff Kali Bates sent notice to the LWDA to exhaust administrative
5 remedies under the PAGA for willful misclassification as independent contractors (Labor Code § 226.8),
6 failure to pay minimum wages (Labor Code §§1194, 1997.1, IWC Wage Order No. 5, § 4), failure to pay
7 overtime wages (Labor Code §§ 510, 1194, IWC Wage Order No. 5, § 3), failure to keep accurate records
8 (Labor Code § 1174), failure to provide meal periods (Labor Code § 226.7, IWC Wage Order No. 5, §
9 11(A)), failure to provide rest periods (Labor Code § 226.7, IWC Wage Order No. 5, § 12(A)), failure to
10 provide accurate wage statements (Labor Code §§ 226, 226.3), failure to pay final wages (Labor Code §
11 201-203, 256), failure to timely pay wages during employment (Labor Code § 201.3), and failure to pay
12 reimbursements for expenses (Labor Code § 2802). On May 12, 2022, Plaintiff Michael Johnson sent
13 notice to the LWDA to exhaust administrative remedies under the PAGA for failure to pay minimum wages
14 (Labor Code §§ 1194, 1197.1, IWC Wage Order No. 5, § 4), failure to provide meal periods or pay
15 premiums in lieu thereof (Labor Code §§ 226.7, 512, IWC Wage Order No. 5, § 11(A)), failure to provide
16 rest periods or pay premiums in lieu thereof (Labor Code § 226.7, IWC Wage Order No. 5, §12(A)), failure
17 to provide accurate wage statements (Labor Code §§ 226, 226.3), failure to pay final wages (Labor Code
18 §§ 201-203, 256), failure to pay reimbursements for expenses (Labor Code § 2802), violation of provisions
19 regulating hours and days of work in any Industrial Welfare Commission order (Labor Code §§ 558, 558.1),
20 failure to maintain accurate records (Labor Code §§ 226.3, 1174, 1198, IWC Wage Order No. 5, § 7),
21 failure to provide paid sick leave (Labor Code §§ 246, 246.5, 248.5), untimely payment of wages (Labor
22 Code §§ 201.3, 204, 210), and failure to pay reporting time (IWC Wage Order No. 5, § 5). On October 27,
23 2023 Plaintiff Michael Johnson submitted an amended notice to the LWDA to include additional statutes
24 he contends were violated including Labor Code §§ 233 and 247.5 regarding paid sick leave and Labor
25 Code § 2810.5 regarding an employer's obligation to provide written notices to employees of their wages
26 and other employment information. The LWDA did not respond to any of the notices within the statutorily
27 required time frame and, as such, Plaintiffs became authorized to act as a Private Attorneys General on all
28 alleged PAGA claims.

1 2.2 On April 1, 2022, Plaintiff Kali Bates filed a class action Complaint in the Sacramento
2 County Superior Court against Legends Hospitality, LLC and MVP Event Productions, LLC, Case No. 34-
3 2022-00317653. On May 18, 2022, Plaintiff Michael Johnson filed a class action Complaint in the
4 Sacramento County Superior Court, Case No. 34-2022-0032021, against the same defendants alleging the
5 same or similar claims. Thereafter, Plaintiffs agreed to consolidate their claims against the defendants into
6 one lawsuit. Accordingly, Plaintiff Michael Johnson dismissed his lawsuit without prejudice and Plaintiff
7 Kali Bates filed a First Amended Complaint to add Michael Johnson as a named plaintiff and include a
8 cause of action under the PAGA. Plaintiffs and Defendant stipulate to the filing of a Second Amended
9 Complaint, which will be sought in conjunction with preliminary approval. The proposed Second
10 Amended Complaint includes additional allegations from Mr. Johnson's original lawsuit and matches the
11 scope of the resolution reached by the Parties. The operative Second Amended Complaint includes the
12 following causes of action: 1) Violation of California Unfair Competition Law; 2) Failure to Provide
13 Accurate Wage Statements; 3) Failure to Pay Minimum Wage for All Hours Worked; 4) Failure to Provide
14 Meal and Rest Periods; 5) Waiting Time Penalties; 6) Failure to Pay Overtime Wages; 7) Failure to
15 Reimburse Business Expenses; 8) Failure to Timely Pay Wages During Employment; and 9) Private
16 Attorneys General Act claims.

17 2.3 Through informal discovery, Defendant and Defendant's Counsel provided Class Counsel
18 with information about Class Members, a random sampling of Class Members' time data, and a Temporary
19 Staffing Services Agreement it had with MVP Event Productions, LLC. Additionally, Plaintiffs received
20 their time and payroll records from MVP Event Productions, LLC and were in possession of some of MVP
21 Event Productions, LLC's policies and communications from MVP Event Productions, LLC.

22 2.4 On July 12, 2023, the Parties participated in a full day mediation with private mediator
23 Brandon McKelvey, Esq. As a result of the mediation and further additional negotiations with the
24 assistance of the mediator, the Parties were able to come to a resolution. At all times, the Parties' settlement
25 negotiations have been non-collusive, adversarial, and at arm's length.

26 2.5 Discussions between Plaintiffs and Class Counsel, between counsel for the Parties,
27 document productions, extensive legal analysis, the provision of information by Defendant to Plaintiffs and
28

analysis of the records, have permitted each side to assess the relative merits of the claims and the defenses to those claims.

2.6 In the Action, Plaintiffs contend that Defendant, as a joint employer of MVP Event Productions, LLC, violated California law by 1) willfully misclassifying workers as independent contractors; 2) failing to pay all minimum wages; 3) failing to pay all overtime wages; 4) failing to keep accurate records; 5) failing to provide meal periods or pay premiums in lieu thereof; 6) failing to provide rest periods or pay premiums in lieu thereof; 7) failing to provide accurate wage statements; 8) failing to pay final wages; 9) failing to timely pay wages during employment; 10) failing to pay reimbursements for personal cellphone use and mileage; 11) failing to pay reporting time; 12) failing to provide or pay all sick time; and 13) failing to correctly calculate employees' regular rates of pay when bonuses were paid. Defendant has denied liability as a joint employer, denied Plaintiffs' claims, and denied that this Action is appropriate for class certification for anything other than settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the underlying claims and the class data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendant's factual and legal contentions and defenses.

2.7 The Parties agree that the above-described investigation and evaluation was sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

3. THE CONDITIONAL NATURE OF THIS AGREEMENT

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed

1 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
2 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
3 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
4 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
5 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
6 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
7 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
8 evidence that may be applicable.

9 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
10 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
11 has agreed to resolve the Action via this Agreement, but, to the extent this Agreement is deemed void or
12 Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to
13 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
14 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
15 any and all other potential defenses or privileges.

16 3.3 If the Court fails to approve this Settlement Agreement for any reason, the Parties agree to
17 cooperate in good faith in an effort to reach a settlement approved by the Court, including resubmitting any
18 required paperwork or supplemental briefings during the approval process. However, if ultimately after
19 submitting the Settlement for approval to the Court, any Court declines to enter the preliminary approval
20 order, the final approval order, or judgment in substantially the same form submitted by the Parties, or if
21 the Settlement as agreed does not become final because of appellate court action declining to approve the
22 settlement in substantially the form submitted by the Parties, the terminating party shall give the other party
23 (through its/her/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar
24 days after receiving notice that one of the enumerate events had occurred. Termination shall have the
25 following effects:

- 26 a. The Class & PAGA Memorandum of Understanding fully executed on October 23, 2023,
27 and this Settlement Agreement shall be terminated and shall have no force or
28 effect, and no party shall be bound by any of its terms.

- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Class Member, the State of California, Aggrieved Employee or attorney.
- c. The preliminary approval order, final approval order and judgment shall be vacated.
- d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.
- e. Except as otherwise discoverable, neither the MOU nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in this action or any other action for any purpose whatsoever.
- f. The Parties will be jointly responsible (50/50) for any Claims Administrator Costs incurred to date.

4. SCOPE OF THE CLASS

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.9 and all Aggrieved Employees as defined in Section 1.2. However, Class Members shall not include any Class Members who submit valid and timely requests to opt-out of the Settlement of Released Class Claims, as set forth in Section 7.5.1.

4.2 Only Participating Class Members and Participating Aggrieved Employees are entitled to receive a check in the form of a Settlement Amount under this Agreement.

4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not appear on the class list provided to the Claims Administrator prior to mailing, may submit a request for inclusion to the Claims Administrator. The request must contain all of the following information: (a) the full name and Social Security Number of the individual making the request; (b) the name used by such employee as of the time his or her employment with MVP Event Staffing, LLC or staffing with Defendant ended; (c) the individual's dates of staffing with Defendant; and (d) a return address to which a response

1 may be sent. Every request must be postmarked on or before the conclusion of the Notice Period or
2 otherwise submitted to the Claims Administrator such that it is received before the conclusion of the Notice
3 Period. Upon receipt of any requests, the Claims Administrator shall promptly (in no event more than two
4 business days) transmit the requests to Defendant's Counsel and request that Defendant review its records.

5 4.4 If Defendant agrees that the person listed in a request is a Class Member and/or Aggrieved
6 Employee, the Claims Administrator shall promptly mail a Notice of Settlement and Claim Form to the
7 person who submitted the request, at the address designated for that purpose in the request. All provisions
8 of this Agreement relating to the Notice of Settlement and Claim Form shall apply to Notice of Settlements
9 and Claim Forms sent in response to requests, and any person who submits a request and is sent a Notice
10 of Settlement and/or Claim Form in response shall be treated by the Claims Administrator as a Class
11 Member and/or Aggrieved Employee for all other purposes.

12 4.5 If Defendant does not agree that the person listed in a request is a Class Member and/or
13 Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in
14 good faith within seven (7) calendar days of Class Counsel being advised in writing of the request dispute.
15 Defendant's records shall control unless the individual submitting the request provides persuasive evidence
16 to doubt the accuracy of those records. Each request dispute that Defendant's Counsel and Class Counsel
17 cannot timely resolve shall be resolved by the Claims Administrator. The Claims Administrator must
18 accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Claims
19 Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendant's
20 Counsel and Class Counsel submit the dispute to the Claims Administrator. The decision by the Claims
21 Administrator shall be final as between the Parties, subject to Court review.

22 **5. TERMS OF THE SETTLEMENT**

23 The Parties agree as follows:

24 5.1 Gross Settlement Amount: This is a non-reversionary Settlement. In consideration and
25 exchange for the releases described in Section 6, Defendant shall pay the Gross Settlement Amount of One
26 Hundred and Seventy-Five Thousand Dollars (\$175,000.00). Funding of the Gross Settlement Amount
27 shall occur within twenty-one (21) calendar days after the Effective Date to be held in trust in a QSF by
28 the Claims Administrator. The Gross Settlement Amount includes payments to Participating Class

Members, Participating Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Claims Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representatives and the PAGA Payment. The Gross Settlement Amount is the maximum amount Defendant shall be required to pay under this Agreement, with the only exceptions being if Defendant elects to increase the Gross Settlement Amount according to section 10.1 of this Agreement and any monies necessary to satisfy Defendant's tax obligations (*e.g.*, employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$20,000.00, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$20,000.00 threshold. The Claims Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$25,000.00. The difference between any actual costs and the allocated \$25,000.00 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for an Enhancement Payment to each of the Class Representatives in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) to compensate for the risks, time, and expense of their involvement in the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is

1 in addition to the Claim Amount Plaintiffs would otherwise be due under the Agreement as a Participating
2 Class Member. Defendant has agreed to not oppose Class Counsel's request for an Enhancement Payment
3 to Plaintiffs so long as it does not exceed the amount stated herein. The Enhancement Payment will be
4 designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court
5 awards less than the Enhancement Payment amount requested, then any portion of the requested amount
6 not awarded to the Class Representatives shall be added to the Net Settlement Amount to be distributed to
7 Participating Class Members on a pro rata basis.

8 5.5 PAGA Payment: Ten Thousand Dollars and No Cents (\$10,000.00) of the Gross Settlement
9 Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA
10 Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees
11 on a pro rata basis as described below in Sections 5.8-5.8.2. Any amount not approved by the Court for
12 the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating
13 Class Members on a pro rata basis.

14 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
15 Payment allocated to Participating Class Members and/or Participating Aggrieved Employees that were
16 not claimed by cashing their respective settlement checks before the deadline to do so, that remaining
17 amount shall be donated equally, *i.e.*, 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights
18 under the doctrine of *cy pres*. The Parties, Class Counsel, and Defendant's Counsel represent that they
19 have no financial interest, direct or indirect, with the intended *cy pres* recipients.

20 5.7 No Additional Benefits Contributions: All Claim Amounts paid to Participating Class
21 Members and Participating Aggrieved Employees shall be deemed to be income solely in the year in which
22 such amounts were actually received. It is expressly understood and agreed that the receipt of such Claim
23 Amounts will not entitle any Participating Class Member or Participating Aggrieved Employee to any new
24 or additional compensation or benefits under any company bonus or other compensation or benefit plan or
25 agreement in place during the period covered by the Agreement, nor will it entitle any Participating
26 Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or
27 deferred compensation benefits. It is the intent of this Agreement that the Claim Amounts provided for in
28 this Agreement are the sole payments to be made by Defendant to the Participating Class Members and

1 Participating Aggrieved Employees in connection with this Agreement (notwithstanding any contrary
2 language or agreement in any benefit or compensation plan document that might have been in effect during
3 the period covered by this Agreement).

4 5.8 Pro Rata Distribution Formula: Payment of Settlement Amounts to Participating Class
5 Members and Participating Aggrieved Employees of their share of the Net Settlement Amount will require
6 the submission of a Claim Form. Payment of Claim Amounts to Participating Class Members and
7 Participating Aggrieved Employees shall be as follows:

8 5.8.1 A Net Settlement Amount will be determined by subtracting from the Gross
9 Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to
10 the Class Representatives, the Claims Administrator Costs, and the PAGA Payment. Each Class
11 Member's share of the Net Settlement Amount shall be determined by dividing their total Qualifying
12 Workweeks within the Class Period by the total Qualifying Workweeks by all Class Member and
13 multiplying that fraction by the Net Settlement Amount. However, regardless of the claims submission
14 rate, Defendant shall be obligated to pay out 100% of the Net Settlement Amount. If less than 100% of
15 the Net Settlement Amount is claimed by Participating Class Members, Participating Class Members will
16 have each of their individual shares of the Net Settlement Amount increased, pro rata, until 100% of the
17 Net Settlement Amount is distributed to Participating Class Members.

18 5.8.2 Each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall
19 be determined by dividing their total Qualifying PAGA Pay Periods within the PAGA Claim Period by
20 the total Qualifying PAGA Pay Periods by all Aggrieved Employees within the PAGA Claim Period and
21 multiplying that fraction by 25% of the PAGA Payment. However, regardless of the claims submission
22 rate, Defendant shall be obligated to pay out 100% of the 25% portion of the PAGA Payment. If less
23 than 100% of the 25% portion of the PAGA Payment is claimed by Participating Aggrieved Employees,
24 Participating Aggrieved Employees will have each of their individual shares of the 25% portion of the
25 PAGA Payment increased, pro rata, until 100% of the 25% portion of the PAGA Payment is distributed
26 to Participating Aggrieved Employees.

27 5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Participating
28 Class Members reflect a settlement of a dispute over claimed penalties and wages. The Claims

1 Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating
2 Class Members as wages as well as calculating all required withholdings and deductions from said wage
3 payments. The characterization of Claim Amounts to Participating Class Members and Aggrieved
4 Employees are as follows:

5 5.9.1 One third (1/3) of each Participating Class Members' Claim Amount shall be
6 allocated for payment of disputed wages and shall be subject to required employer taxes. Participating
7 Class Members shall receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

8 5.9.2 Two thirds (2/3) of each Participating Class Members' Claim Amount shall be
9 allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This
10 portion of the Claim Amount consists of other income, not wages, for which the Participating Class
11 Members shall receive an IRS Form 1099-MISC.

12 5.9.3 The entirety (100%) of each Participating Aggrieved Employee's share of the 25%
13 portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount
14 shall be deducted for any taxes. This portion of the Claim Amount consists of other income, not wages,
15 for which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

16 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
17 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
18 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's
19 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
20 including the treatment of such payments as not subject to withholding or deduction for payroll and
21 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
22 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
23 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
24 Representatives, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or
25 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
26 implications of any provision of this Agreement, nor shall anything in this Agreement be relied upon as
27 such within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as
28 amended) or otherwise.

1 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
2 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
3 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
4 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
5 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
6 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
7 not meet the standards for settlement approval, then Defendant and Plaintiffs shall be equally responsible
8 for the costs of the Claims Administrator incurred between the date the Agreement was executed and the
9 date of such event.

10 5.12 Certification for Settlement Purposes: The Parties agree that, for purposes of settlement
11 only, certification of the class as defined in Section 1.9 and 4.1 is appropriate and the requisites for
12 establishing class certification have been met and are met.

13 5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for
14 purposes of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members
15 and Aggrieved Employees.

16 **6. RELEASE**

17 6.1 Release of Claims by Class Members: Upon the Effective Date, all Class Members who did
18 not opt out of the settlement of Released Class Claims will be deemed to fully, finally and forever release
19 the Released Class Claims as to all Released Parties. In addition, on the Effective Date, all Class Members
20 who did not opt out of the settlement of Released Class Claims and their successors in interest will be
21 permanently enjoined and forever barred from prosecuting any of the Released Class Claims against any
22 of the Released Parties.

23 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
24 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
25 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
26 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
27 Claims against any of the Released Parties.

28 //

1 6.3 Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally
2 and forever release the Released Class Claims, Released PAGA Claims, and Class Representatives'
3 Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiffs and any successors
4 in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class
5 Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released
6 Parties. Plaintiffs shall be deemed to have, and by operation of the Judgment shall have, expressly waived
7 and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542
8 of the California Civil Code, or any other similar provision under federal or state law that purports to limit
9 the scope of a general release. Plaintiff Kali Bates, for herself, and Plaintiff Michael Johnson, for himself,
10 have read Section 1542 of the Civil Code of the State of California, which provides as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
12 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
13 FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY
14 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
15 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 Plaintiffs understand that Section 1542 gives the right not to release existing claims of which he or
17 she is not now aware, unless Plaintiffs voluntarily choose to waive this right. Having been so apprised,
18 Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elect to assume all risks
19 for claims that now exist in his or her favor, known or unknown.

20 **7. SETTLEMENT ADMINISTRATION**

21 7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible for: 1)
22 receiving Class Member and Aggrieved Employee contact information and performing a skip-trace to
23 determine addresses for Class Members whose phone number and/or email address was provided and/or
24 confirming addresses are valid for Class Members whose addresses were provided; 2) calculating
25 estimated Claim Amounts and any and all taxes associated with the Claim Amounts, including employer
26 taxes; 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved
27 Employee whose address or contact information as provided to the Claims Administrator is inaccurate or
28 outdated, and mailing and emailing the Notice of Settlement and Claim Form to Class Members; 4)

1 providing notification to the appropriate state and federal officials of this Agreement as required under
2 the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class
3 Counsel and Defendant's Counsel) from Class Members or Aggrieved Employees, including any
4 associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on
5 Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any opt out
6 statements; 7) establishing a toll free telephone line and responding to inquiries and requests for
7 information or assistance from Class Members and/or Aggrieved Employees; 8) establishing an
8 interactive website to allow Class Members to view the Class Notice and submit their Claim Form
9 online; 9) maintaining a QSF; 10) determining and paying the final amounts due to be paid under the
10 Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs,
11 Claims Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that
12 cannot be distributed due to the inability to locate Class Members or Aggrieved Employees; 11)
13 determining the validity of any disputes or late opt-outs by previously unidentified Class Members or
14 Aggrieved Employees; 12) paying any residual funds from uncashed checks; 13) reporting to Class
15 Counsel and Defendant's Counsel on a weekly basis regarding the statistics of the administration,
16 including (a) the number of initial Notice of Settlements and Claim Forms mailed and emailed; (b) the
17 number of forwarded Notice of Settlements and Claim Forms; (c) the number of re-mailed Notice of
18 Settlements and Claim Forms; (d) the number of total undeliverable Notice of Settlements and Claim
19 Forms; (e) the number of address traces performed for undeliverable Notice of Settlements and Claim
20 Forms; (f) the number of Notice of Settlements and Claim Forms undeliverable from traced addresses;
21 (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of
22 disputes received; (j) the number of disputes resolved (k) information regarding publication and/or
23 broadcasting; 14) providing a declaration to the Court regarding the final statistics of the administration
24 and compliance with all payment obligations under the Agreement; 15) completing all necessary tax
25 reporting on the QSF and payment of the Claim Amounts to Participating Class Members and Aggrieved
26 Employees; 16) publication of and/or broadcasting the Notice of Settlement and Claim Form, including
27 preparing an ad for the parties' approval; 17) maintaining copies of the Notice of Settlement and Claim
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1 Form on its website; 18) carrying out other related tasks as necessary to effectuate the terms of this
2 Agreement and any Order of the Court. The Settlement Administrator shall include a legend on the
3 checks containing each Class Member's Settlement Amount stating "By cashing this check, I am opting
4 into the settlement in Bates, et al. v. Legends Hospitality, LLC, Sacramento County Superior Court, Case
5 No. 34-2022-00317653-CU-OE-GDS, under FLSA, 29 U.S.C. § 216(b), and releasing the Released
6 Claims described in the Settlement Agreement." All disputes relating to the Claims Administrator's
7 ability and need to perform its duties shall be referred to the Court, if necessary, which will have
8 continuing jurisdiction over the terms and conditions of this Agreement, until all payments and
9 obligations contemplated by the Agreement have been fully executed.

10 7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement and Claim
11 Forms will provide Class Members and Aggrieved Employees with a summary of the terms and conditions
12 of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the
13 individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement
14 will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net
15 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
16 proposed Claims Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the
17 class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class
18 Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information
19 regarding Class Member's and Aggrieved Employee's estimated Claim Amount. The Notice of Settlement
20 will provide information on how to access electronic copies online of the Notice of Settlement, any motions
21 for approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other
22 documents as the Court directs.

23 7.3 Notice to Class Members and Aggrieved Employees: No later than fourteen (14) calendar
24 days after the Preliminary Approval Date, Defendant shall provide the Claims Administrator with the
25 name, telephone number (if available), email address (if available), start and end date of shifts worked by
26 each Class Member and Aggrieved Employee, and their locations worked. The Settlement Claims
27 Administrator shall promptly attempt to determine a correct address for each Class Member for whom a
28 telephone number or email address was provided, using a skip-trace, computer or other search using the

1 name and phone number and/or email address of the individual involved. The Claims Administrator
2 shall review the data to determine the number of Qualifying Workweeks for each Class Member and
3 Aggrieved Employee. Plaintiffs will seek an order from the Court as part of the preliminary approval
4 process that MVP Event Productions, LLC provide last known addresses and social security numbers for
5 Class Members and Aggrieved Employees, or in the alternative, if addresses are not provided, allowing
6 notice to be posted on the Claims Administrator's website and MVP Event Production, LLC's social
7 media sites and/or Ridgeview Vista, Inc.'s, who Plaintiffs contend are a successor to MVP Event
8 Production, LLC. If addresses are provided by MVP Event Productions, Inc. and/or Ridgeview Vista,
9 Inc. to the Claims Administrator, no later than fourteen (14) calendar days after receipt of such address
10 information, the Claims Administrator will perform a national change of address ("NCOA") search,
11 update the addresses per the results of the NCOA search, and then mail the Notice of Settlement and
12 Claim Form, substantially in the form attached as Exhibit 1 & Exhibit 2, respectively, to each Class
13 Member and Aggrieved Employee by first-class mail, postage prepaid. If addresses are not provided to
14 the Claims Administrator, no later than fourteen (14) calendar days after receipt Class Member and
15 Aggrieved Employee information from Defendant, the Claims Administrator will post the Notice of
16 Settlement and Claim Form, substantially in the form attached as Exhibit 1 & Exhibit 2, on its website as
17 well, provide an ad approved by the Parties to MVP Event Production, LLC for MVP Event Production,
18 LLC and/or and/or Ridgeview Vista, Inc. to post on their on their social media sites. If MVP Event
19 Production, LLC and/or Ridgeview Vista, Inc. do not post the ad on their social media site within 28
20 calendar days after the Preliminary Approval Date, the Claims Administrator will submit requests to
21 place an ad, approved by the Parties directing Class Members to the Claims Administrator's website, in
22 the following local newspapers: Anaheim Bulletin; Irvine World News; Inland Valley Daily Bulletin; Los
23 Angeles Downtown News; Inglewood News or Inglewood Today; Bay Area Newspaper Group; Palo
24 Alto Weekly; Sacramento Oracle; and Territorial Dispatch. The Claims Administrator shall maintain all
25 information received from Defendant and/or MVP Event Productions, LLC and/or Class Members and
26 Aggrieved Employees confidential to itself and Defendant's Counsel, and shall only use such information
27 for purposes of administering the Settlement and for no other purpose. However, Class Counsel shall be
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1 able to review the breakdown of Qualified Workweeks and estimated Claim Amounts for Class Members
2 and Aggrieved Employees prior to mailing for quality assurance provided the personal identifying
3 information of Class Members and Aggrieved Employees is redacted and/or omitted.

4 7.4 Returned and/or Re-mailed Notice of Settlements, and Reminder Mailings: In the event
5 that a Notice of Settlement and Claim Form are returned to the Claims Administrator as undeliverable on
6 or before the conclusion of the Notice Period, the Notice of Settlement and Claim Form shall be sent to the
7 forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided,
8 then the Claims Administrator shall promptly attempt to determine a correct address using a skip-trace,
9 computer or other search using the name, address and/or Social Security number of the individual involved,
10 and shall then perform a single re-mailing within five (5) calendar days to any more recent address found
11 as a result of the search. Following each search that does not result in a corrected address, for those Class
12 Members who appear to be current employees of Defendant at the time of the Preliminary Approval Date,
13 the Claims Administrator shall contact Defendant's Counsel for assistance and Defendant shall cooperate
14 in good faith with the Claims Administrator's reasonable efforts to obtain valid mailing addresses for Class
15 Members to the extent they are active employees of Defendant. In the event the Notice of Settlement and
16 Claim Form are forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class
17 Member to submit any request to opt-out, a dispute, an objection or a Claim Form shall be the end of the
18 Notice Period or 10 days from the date of the re-mailing/forwarding to a new address, whichever is later.
19 No later than thirty-five (35) calendar days after the Notice of Settlement and Claim Form were mailed to
20 Class Members, the Claims Administrator shall send one (1) reminder post card and email, when an email
21 address is available, to each Class Member who has not opted out and who has not submitted a Claim
22 Form. The reminder post card and/or email shall simply state the name of the case, the fact that the Claims
23 Administrator has not yet received a Claim Form from the Class Member, state the deadline to submit the
24 Claim Form, and state the Claims Administrator's contact information. The reminder post-card and/or
25 email shall notify Class Members that if they need a replacement Claim Form, they are to contact the
26 Claims Administrator immediately to secure one. In the event the procedures in this Section are followed
27 and the Class Member does not timely and properly request to opt-out, the Class Member shall be bound
28 by all terms of the Agreement, including the Releases contained in Section 1.35.

1 7.5 Responses to Notice of Settlement:

2 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to
3 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
4 request to opt-out must (a) state the Class Member's full name, last four digits of the Social Security
5 Number, and date of birth; (b) a statement that he or she does not want to be a Class Member, does not
6 want to participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the case
7 name and number (i.e. Bates, et al. v. MVP Event Productions, LLC, et al., Case No. 34-2022-00317653);
8 (d) be signed; and (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing
9 timeline stated in Section 7.4. The Class Member must personally sign the request to opt-out. No request
10 to opt-out may be made on behalf of a group of Class Members. The date of the postmark on the return-
11 mailing envelope shall be the exclusive means used to determine whether a request to opt-out has been
12 timely submitted. Any Class Member who requests to opt-out of the Agreement will not be entitled to any
13 portion of the Net Settlement Amount nor will they have any right to object, appeal or comment thereon.
14 Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
15 Agreement and any order or final judgment thereon, regardless of whether they failed to submit a Claim
16 Form. Regardless of whether an Aggrieved Employee opts out of being a Class Member or submits a
17 Claim Form, they will still receive their share of the PAGA Payment as Aggrieved Employees cannot opt
18 out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

19 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out, but who wishes
20 to object to this Agreement or otherwise to be heard concerning this Agreement shall send their written
21 objections to the Claims Administrator and also serve copies of the objections on Class Counsel and
22 Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny
23 the Agreement, not change the terms of the Agreement. The objection must (a) state the Class Member's
24 full name, last four digits of the Social Security Number, and date of birth, as well as contact information
25 for any attorney representing the objecting Class Member; (b) provide evidence that the individual is, in
26 fact, a Class Member; (c) state the factual and legal reasons for the objection(s), including any supporting
27 documentation; (d) identify the case name and number (i.e. Bates, et al. v. MVP Event Productions, LLC,
28 et al., Case No. 34-2022-00317653) (e) be signed; and (f) be post-marked no later than the conclusion of

1 the Notice Period or the re-mailing timeline stated in Section 7.4. The Notice of Settlement will inform
2 the Class Member that they should also file a notice of intent to appear with the Court and serve the notice
3 on Class Counsel and Defendant's Counsel, if they intend to appear at the final approval hearing.

4 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
5 Workweeks on the Notice of Settlement shall contact the Claims Administrator. The dispute must (a) state
6 the Class Member's full name, last four digits of the Social Security Number, and date of birth, (b) identify
7 the nature of the dispute; (c) provide any information or documentation supporting the dispute; (d) be
8 signed; and (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline
9 stated in Section 7.4. The Claims Administrator shall promptly (in no event more than two business days)
10 forward all such disputes to Defendant's Counsel and request that Defendant review the dispute.
11 Defendant's records shall presumptively control unless the Class Member can produce documentation
12 evidencing other periods of employment worked. If Defendant agrees with submitted information, the
13 Class Member shall be credited or subtracted Qualifying Workweeks in accordance with their submitted
14 dispute and that final number of Qualified Workweeks shall govern the calculation of that Class Member's
15 Claim Amount. If Defendant disagrees with the submitted information, Defendant's Counsel will promptly
16 advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class
17 Member as part of the dispute. Defendant's Counsel and Class Counsel shall attempt in good faith to resolve
18 any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute
19 that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims
20 Administrator, subject to Court review.

21 7.5.4 *Claim Forms:* A Class Member must sign and return a Claim Form, substantially
22 in the form as set forth in Exhibit 2 to this Agreement, that is post marked to the Claims Administrator or
23 uploaded to the Claims Administrator's website before the end of the Notice Period, subject to any
24 extensions of time for the reasons set forth in Section 7.4, in order to be considered a Participating Class
25 Member and receive a portion of the Net Settlement Amount. The Settlement Claims Administrator shall
26 maintain all Claim Forms and information received from Claim Forms confidential to itself, and
27 Defendant's Counsel, and shall only use such information for purposes of administering the Settlement
28 and for no other purpose.

1 7.5.5 *Deficient Opt-Outs, Objections, Disputes, or Claim Forms:* In the event that a
2 deficient opt-out, objection, dispute, or Claim Form is received on or before the conclusion of the Notice
3 Period, excluding any extension of time for the reasons set forth in Section 7.4, the Claims Administrator
4 shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If
5 a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency
6 shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever
7 is later.

8 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
9 to 7.5.5 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
10 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
11 Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

12 7.7 Claims Administrator Declaration Regarding Notice Period: Within fourteen (14) calendar
13 days after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and
14 Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed
15 report regarding the statistics and responses of settlement administration to date and all the Claims
16 Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.5.

17 7.8 Claims Administrator Payments to Participating Class Members, Class Counsel and
18 Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the
19 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
20 Plaintiffs, the PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate
21 the final Net Settlement Amount, the final Claim Amounts for Participating Class Members and/or
22 Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class
23 Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes
24 necessary to fund the Settlement as described in Section 5.1 to the Claims Administrator within twenty-
25 one (21) calendar days after the Effective Date to be to be held in trust in a QSF. Within seven (7) calendar
26 days after Defendant fund the settlement, the Claims Administrator shall deliver payment of Class
27 Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiffs, the 75% portion of
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the PAGA Payment payable to the LWDA, Claims Administrator Costs, and payment to Participating Class Members and/or Aggrieved Employees as required under this Agreement and approved by Court.

7.8.1 The Claims Administrator shall wire the Court-approved attorneys' fees and costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the Claims Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.8.2 The Claims Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representatives, care of Class Counsel unless another method is requested by Class Counsel.

7.8.3 Only Participating Class Members and Aggrieved Employees will receive their Claim Amount.

7.8.4 The Claims Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agrees to reasonably cooperate with the Claims Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue Claim Amounts to Participating Class Members and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) days after the last day for Participating Class Members and Aggrieved Employees to cash their settlement checks, the Claims Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Claims Administrator have been completed.

1 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

2 8.1 The schedule may be modified depending on whether and when the Court grants
3 necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further
4 hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the
5 Agreement as described above. In the event of such modification, the Parties shall cooperate to complete
6 the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for
7 notice, approval, and payment procedures carrying out the Agreement is as follows:

8 Last day for Defendant to provide Claims 9 Administrator with Class Member and Aggrieved 10 Employee information	Within 14 calendar days after the Preliminary Approval Date
11 Last day for Claims Administrator to complete 12 procedure to notify Class Members and 13 Aggrieved Employees	Within 14 calendar days after the Claims Administrators' receipt of Class Members' and Aggrieved Employees' information from Defendant
14 Last day for Class Members to opt-out, submit 15 disputes, submit objections, submit requests for 16 inclusion, and submit Claim Form	60 calendar days after mailing, emailing, or publication and/or broadcasting of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, or re-emailed, whichever is later
17 Last day for Claims Administrator to provide 18 Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
19 Last day for Claims Administrator to calculate the 20 final Net Settlement Amount, the final Claim 21 Amounts for Participating Class Members and/or 22 Aggrieved Employees, any applicable taxes 23 thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
24 Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date

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
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
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
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement, Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this

Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement and Claim Form; 3) Directing the mailing of the Notice of Settlement and Claim Form by first class mail to Class Members and Aggrieved Employees, emailing the Notice of Settlement and Claim Form when email is available, or in the alternative broadcasting on the Claims Administrator's website and social media sites for MVP Event Production, LLC and Ridgeview Vista, Inc.; 4) Preliminarily appointing Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members; and 9) Granting leave to file the Second Amended Complaint attached hereto as Exhibit 3.

9.1.2 Defendant shall not oppose Plaintiffs' motion for approval of the proposed Agreement.

9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing, emailing, and/or publishing the Notice of Settlement and Claim Form required to be mailed to Class Members by this Agreement, and of the delivery results of the Settlement Administrator's mailings and emails, including tracing and re-mailing efforts. The Settlement Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid request to opt out during the Notice Period.

1 9.2.1 Class Counsel and Defendant shall work in good faith to draft a mutually agreeable
2 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
3 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
4 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
5 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an
6 Enhancement Payment to the Class Representatives; 3) Approving Class Counsel's application for an
7 award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the
8 Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee
9 administration and enforcement of the terms of the Agreement and the Court's orders.

10 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
11 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
12 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement
13 be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist
14 the Settlement Administrator as needed or requested in the process of identifying and locating Participating
15 Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery
16 of such payments; 3) Class Counsel and Defendant's Counsel will cooperate with each other and assist the
17 Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as
18 specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement
19 Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

20 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
21 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
22 PAGA Settlement and Final Judgment.

23 9.4 Amended Judgment: If any amended judgment is required under Code of Civil Procedure
24 section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

25 9.5 Notice to LWDA: Plaintiffs will provide notice to the Labor and Workforce Development
26 Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

27 9.6 Class Counsel and Plaintiffs agree to not publicize the terms of this Settlement with the
28 media, including but not limited to, any newspaper, journal, magazine, website, and/or online reporter of

1 settlements. Nothing in this Paragraph is intended to impede or prohibit Plaintiffs or Class Counsel's
2 ability to communicate with Class Members regarding notice of the Settlement, its terms, and the
3 approval process, or as directed by the Court.

4 **10. MISCELLANEOUS TERMS**

5 10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
6 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance
7 with the provisions of the Agreement, Defendant may rescind the Agreement and all actions taken in its
8 furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to
9 Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the
10 total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs
11 shall be paid by Defendant. Defendant represented that there were no more than 5,019 workweeks at the
12 time of mediation. In the event the number of workweeks during the Class Period is more than 5,521
13 (*i.e.*, greater than 10% more than 5,019), then Defendant, at its sole discretion, may (1) increase the Gross
14 Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of workweeks
15 worked by the Settlement Class Member or PAGA Member above 10%: for example, if the number of
16 workweeks increases by 11% the Gross Settlement Amount will increase by 1%; or (2) modify the end
17 date of the Class Period to coincide with the date the workweek count increases in excess of 10% of the
18 5,521 Workweeks represented at mediation.

19 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
20 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT
21 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
22 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
23 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
24 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
25 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
26 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
27 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
28 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX

COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Agreement.

10.4 Waiver of Appeal and Ability to Opt Out: Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. Furthermore, by signing this Agreement, Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise and Plaintiffs are deemed to have submitted a valid Claim Form to become a Participating Class Member. Further, the Court's failure to approve requested attorney's fees and costs, or the Enhancement Payment to named Plaintiffs, shall not be grounds for Plaintiffs to opt out or appeal approval of this Agreement.

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1 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
3 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

4 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
5 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County
6 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement and/or Judgment
7 pursuant to Civil Procedure Code section 664.6, address settlement administration matters, and address
8 such post-Judgment matters as are permitted by law, and that the prevailing party any action necessary to
9 enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees
10 and costs related thereto.

11 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
12 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
13 execution of such other documents and the taking of such other action as may reasonably be necessary to
14 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
15 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
16 order, or otherwise, to effectuate this Agreement and the terms set forth herein. The Parties further agree
17 to cooperate in responding to and addressing any objections or attempts to intervene in the Settlement by
18 third parties. Plaintiffs shall not join as class representatives in any other action against Defendant.

19 10.8 No Admission of Liability: This Agreement represents a compromise and settlement of
20 highly disputed claims. Neither the acceptance nor the performance by Defendant of the terms of this
21 Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as,
22 or deemed to be, an admission by Defendant of the truth of any of the allegations in the operative
23 Complaint, the representative character of the Action, the validity of any of the claims that were or could
24 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of
25 Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
26 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members,
27 or any other person, and Defendant specifically disclaim any liability, culpability, negligence, or
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wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with the intention to avoid further disputes and litigation.

10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

Timothy B. Del Castillo
Lisa L. Bradner
Castle Law: California Employment Counsel, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661

To Defendant Legends Hospitality, LLC:

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

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

1 10.12 No Modifications: This Agreement may be amended or modified only by a written
2 instrument signed by counsel for all Parties or their successors-in-interest, and approved by the Court. This
3 Agreement may not be discharged except by performance in accordance with its terms.

4 10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and
6 to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
7 to effectuate its terms and to execute any other documents required to effectuate the terms of this
8 Agreement.

9 10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class
10 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
11 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
12 may be executed on behalf of all Class Members by the Class Representatives.

13 10.15 Counterparts: This Agreement shall become effective upon its execution by all of the
14 undersigned. Plaintiffs, Class Counsel, Defendant and Defendant's Counsel may execute this Agreement
15 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
16 the same instrument. Facsimile, electronic (i.e., DocuSign), and/or scanned copies of signatures shall have
17 the same force and effect of originals.

18 10.16 Choice of Law: The Agreement and any exhibits hereto shall be construed and enforced in
19 accordance with, and governed by, the substantive laws of the State of California without giving effect to
20 that State's choice of law principles.

21 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
22 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
23 this Agreement, or any provision thereof.

24 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
25 construed as retaliation against any Class Members for participating or seeking to participate in this class
26 action settlement. The Parties will not discourage any Class Member from participating or seeking to
27 participate in this class action Settlement. This is a material term of the Agreement and non-breaching
28 Parties will seek court intervention if this provision is breached.

1 10.19 Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement
 2 together with its attached exhibits sets forth the entire understanding between the Parties and supersedes
 3 any and all prior agreements, oral or written, pertaining to the subject matter hereof. Each party
 4 acknowledges that there is no representation, inducement, promise or agreement that has been made, orally
 5 or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not
 6 expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms
 7 of this Agreement are fully understood and voluntarily accepted by the Parties.

8 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
 9 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
 11 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
 12 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

13 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
 14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
 15 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

16 10.23 Calendar Days: Unless otherwise noted, all reference to “days” in this Agreement shall be
 17 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
 18 legal holiday, such date or deadline shall be on the first business day thereafter.

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

21 **For Plaintiffs:**

22 Date: _____

23 _____
 Kali Bates

24 Date: 12/21/2023
 25 _____

26 _____
 27 DocuSigned by:
 28 
 Michael Johnson C19381AC6BA94C9...

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18 legal holiday, such date or deadline shall be on the first business day thereafter.

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

21 **For Plaintiffs:**

22 Date: December 21, 2023


Kali Bates (Dec 21, 2023 17:10 PST)

Kali Bates

24 Date: _____

25 _____
Michael Johnson

For Defendant:

Date: _____

By: _____

For Legends Hospitality, LLC

APPROVED AS TO FORM

**Castle Law: California Employment
Counsel, PC**

Dated: December 21, 2023

By: _____


Timothy B. Del Castillo

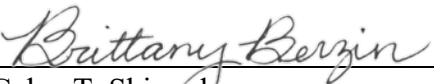
Lisa L. Bradner
Attorneys for Plaintiff Kali Bates and on
behalf of herself and similarly situated
employees

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 12/21/2023

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiffs and Aggrieved
Employees

APPROVED AS TO FORM

K&L GATES LLP

Dated: _____

By: _____

Eugene Ryu
Penny Chen
Alison Hamer
Attorney for Defendant

1 **For Defendant:**

2 Date: December 22, 2023



By: John Ruzich
For Legends Hospitality, LLC

6 APPROVED AS TO FORM

**Castle Law: California Employment
Counsel, PC**

8 Dated: _____

By: _____
Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff Kali Bates and on
behalf of herself and similarly situated
employees

13 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

15 Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorney for Plaintiffs and Aggrieved
Employees

19 APPROVED AS TO FORM

K&L GATES LLP

21 Dated: _____

By: _____
Eugene Ryu
Penny Chen
Alison Hamer
Attorney for Defendant

1 **For Defendant:**

2 Date: _____

3 By: _____
4 For Legends Hospitality, LLC

5
6 APPROVED AS TO FORM

**Castle Law: California Employment
Counsel, PC**

8
9 Dated: _____

10 By: _____
11 Timothy B. Del Castillo
12 Lisa L. Bradner
13 Attorneys for Plaintiff Kali Bates and on
14 behalf of herself and similarly situated
15 employees

16
17 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

18
19 Dated: _____

20 By: _____
21 Galen T. Shimoda
22 Justin P. Rodriguez
23 Brittany V. Berzin
24 Attorney for Plaintiffs and Aggrieved
25 Employees

26
27 APPROVED AS TO FORM

K&L GATES LLP

28
Dated: 12/21/2023 _____

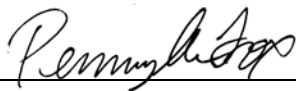
By:  _____
Eugene Ryu
Penny Chen
Alison Hamer
Attorney for Defendant

Exhibit 1

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 [REDACTED] weeks during the applicable Class Period and [REDACTED] weeks during the applicable PAGA Claim Period, which means your total share of the settlement proceeds is estimated to be [REDACTED]. 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 [REDACTED], no later than [Date].

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 [DATE].

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 [REDACTED]. 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.

III. 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 [admin mail address] or uploaded to the Claims Administrator's website at [admin web address] no later than [date]. 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 [date]. 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 [redacted]. 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 [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], 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 [redacted]. 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 ____, [address] on [] at [] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. 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: [admin web address]. All questions by Class Members regarding this Notice of Proposed Class Action Settlement and/or the Settlement should be directed to the Claims Administrator:.

[claims administrator's address, phone number, web address]

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 [number] OR VISIT [Claims Administrator web address]

BY ORDER OF THE COURT

Exhibit 2

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 **[insert website submission option]** on or before **[DATE]** 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 **[DATE]**. 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:

[address]

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 **[]** weeks for Legends Hospitality, LLC in California as Class Member during the Class Period of April 1, 2018 until December 22, 2023 and **[]** 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 \$ **[]**.

(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 **[date]**. 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

EXHIBIT B

FILED
Superior Court Of California,
Sacramento
10/25/2022
jeroute
By Deputy
Case Number:
34-2022-00317653

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on behalf of himself and similarly situated employees

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

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

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

31. Nor did Plaintiffs, and any similarly aggrieved employees, receive wage statements in compliance with California Labor Code section 226.

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

33. Plaintiffs brings this Class Action on behalf of themselves and similarly situated employees in order to fully compensate themselves and Class Members for their losses incurred during the class period caused by Defendants' uniform policies and practices which failed to lawfully compensate these employees.

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

FIRST CAUSE OF ACTION
(Unfair Competition)

35. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 34 as 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.

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//

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 //

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

4 73. Defendants' conduct described herein violated California Labor Code section
5 201.3. As a proximate result of Defendants' conduct, Plaintiffs and members of the Class have
6 been damaged in an amount to be established at trial, and are entitled to recover these damages,
7 civil penalties, as well as interest and reasonable attorney's fees and costs, pursuant to statute.

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

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

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

- 16 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay
17 Minimum Wages)
- 18 • Violation of Labor Code §§ 226.7, 512; IWC Wage Order 5, §§ 11(A) and 11(B)
19 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 20 • Violation of Labor Code § 226.7; IWC Wage Order 5, § 12(A) (Failure to Provide
21 Rest Periods or Pay Premiums In Lieu Thereof)
- 22 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
23 Statements)
- 24 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 25 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 26 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
27 Work In Any Industrial Welfare Commission Order)
- 28

- 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**

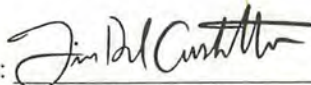
19 WHEREFORE Plaintiffs request relief as follows:

- 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

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

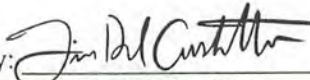
18 By: 
19 Galen T. Shimoda
20 Justin P. Rodriguez
21 Brittany V. Berzin
22 Attorneys for Plaintiff MICHAEL JOHNSON
23 and the Class
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JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury.

Dated: September 12, 2022 **Castle Law: California Employment Counsel, PC**

By: 

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

Dated: September 12, 2022 **Shimoda & Rodriguez Law, PC**

By: 

Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff MICHAEL JOHNSON
and the Class

FILED / ENDORSED

OCT 19 2022

By J. Jackson, Deputy Clerk

TIMOTHY B. DEL CASTILLO (SBN: 277296)
tdc@castleemploymentlaw.com
LISA L. BRADNER (SBN: 197952)
lb@castleemploymentlaw.com
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

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;



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 //

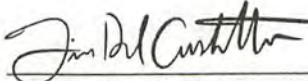
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28 [signatures on next page]

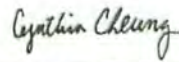
CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC

Date: September 12, 2022

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

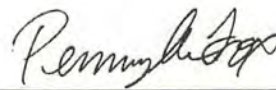
DILLINGHAM & MURPHY LLP

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

Julie Talley

Judge of the Superior Court

RECEIVED
CIVIL DROP BOX

2022 OCT 25 PM 3:10

GRAC COUNTY USE
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

EXHIBIT C



CALIFORNIA EMPLOYMENT COUNSEL, PC

TIMOTHY B. DEL CASTILLO
TDC@CASTLEEMPLOYMENTLAW.COM
916-245-0122

2999 DOUGLAS BLVD.
SUITE 180
ROSEVILLE, CA 95661

March 23, 2022

For Online Filing:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Kali Bates v. MVP Event Productions, LLC, and Legends Hospitality, LLC*

Dear Labor Commissioner,

As counsel for, and on behalf of, Kali Bates (hereinafter referred to as “Claimant”), I am writing to provide you and the following employer(s) (hereafter “Defendants”) notice pursuant to California Labor Code section 2699.3:

MVP Event Productions, LLC
374 James Bowie Court
Alamo, CA 94507

MVP Event Productions, LLC
160 Alamo Plaza 486
Alamo, CA 94507

Legends Hospitality, LLC
61 Broadway Suite 2400
New York, NY 10006

I am setting forth the facts and theories to support each of the counts found within this letter. Please notify us of your intent to investigate any or all of the claims alleged herein against any of the above identified Defendants. Should you decide not to investigate, we request that you allow us to seek civil penalties on behalf of the Labor Commissioner, Claimant, and all similarly situated current and former aggrieved employees, pursuant to California Labor Code section 2699(a). A \$75.00 filing fee is being submitted to Department of Industrial Relations, Accounting Unit, 455 Golden Gate Avenue, 10th Floor, San Francisco, CA 94102.

A. FACTS

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

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

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

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

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

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

Claimant is informed and believes that Defendants committed numerous other violations of the California Labor Code, including but not limited to those identified in this letter. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Claimant intend to seek civil penalties for all violations of the California Labor Code, whether she experienced them personally or not.

B. VIOLATIONS OF THE LABOR CODE EXPERIENCED BY CLAIMANT AND SIMILARLY SITUATED EMPLOYEES

Violation of Labor Code §226.8 (Willful Misclassification as Independent Contractors)

Labor Code section 226.8(a)(1), makes it an unlawful violation of Labor Code to willfully misclassify an individual as an independent contractor. During the period Defendants willfully

misclassified Claimant and similarly situated employees as “independent contractors,” rather than as employees, and failed to withhold appropriate taxes, including unemployment insurance, income tax, social security, and other taxes. In this way, Defendants, and each of them, contributed to California’s illegal “underground economy.”

Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order No. 5-2001, § 4 (Failure to Pay Minimum Wages)

During the period Claimants and similarly situated employees were employed by Defendant they were entitled to be paid at least the State’s minimum wage rate for each hour that they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-2001, section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, including Defendant’s failure to pay reporting time pay, Defendant did not pay Claimants and similarly situated employees at least minimum wage for all hours worked, including on-duty meal periods that were improperly deducted from their timesheets. Thus, Claimants and similarly situated employees were not paid at least the applicable state minimum wage for all hours worked in violation of the Labor Code.

Violation of Labor Code §§ 510, 1194; IWC Wage Order No. 5-2001, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees overtime for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay overtime for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. Claimant and similarly situated employees worked over eight (8) hours per day and forty (40) hours per week and were not paid overtime wages. Claimant and all similarly situated employees are entitled to recover all unpaid overtime wages.

Violation of Labor Code § 1174 (Failure to Keep Accurate Time Records)

Labor Code section 1174(d) requires employers to keep “payroll records showing the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years.” Defendant did not keep accurate information regarding all hours worked by Claimants and similarly situated employees, largely by failing to accurately record all time worked on their time records, and by failing to accurately record all tips earned. This was in violation of the Labor Code.

Violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 11(A) (Failure to Provide Meal Periods)

Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked. For the reasons stated

above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay meal period premiums for its failure to provide meal periods.

Violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001, § 12(A) (Failure to Provide Rest Periods)

Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Claimant and similarly situated employees were not authorized and permitted to take legally compliant rest periods pursuant to California law in violation of the Labor Code. Defendants also failed to pay rest period premiums for their failure to provide rest periods.

Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (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 the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, including Defendants’ failure and refusal to account for all tips earned, Defendants failed to comply with these requirements with respect to Claimant and similarly situated employees in violation of the Labor Code.

Violation of Labor Code §§ 201–203, 256 (Failure to Pay Final Wages)

Labor Code sections 201–203 require that all wages, including minimum wages, tips, and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Claimant and similarly situated employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in violation of the Labor Code.

Violation of Labor Code §201.3 (Failure to Timely Pay Wages During Employment)

Labor Code section 201.3, requires Defendants to pay all wages due and payable, including tips, at the end of each day, regardless of when the assignment ends, and at the latest no less frequently than weekly, and not later than the regular payday of following workweek. Claimant and similarly situated employees never received their pay in the same day, and regularly received paychecks late, even up to two (2) months late. This is a violation of the Labor Code.

Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

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.” For the reasons stated above, Defendants failed to pay required reimbursements to Claimants and similarly situated employees for required business expenses in violation of the Labor Code.

Other Violations of the Labor Code

Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (Ct. App. 2018), reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), Claimant intend to seek civil penalties for all violations of the California Labor Code, whether they experienced them personally or not.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact my office. Pursuant to Labor Code section 2699.3, please notify Defendant(s) and this law office within 60 calendar days of the postmark date of this notice whether the Agency intends to investigate the alleged violations.

Very truly yours,

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo

cc (via certified mail):

MVP Event Productions, LLC
374 James Bowie Court
Alamo, CA 94507

Legends Hospitality, LLC
61 Broadway Suite 2400
New York, NY 10006

MVP Event Productions, LLC
160 Alamo Plaza 486
Alamo, CA 94507



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

October 27, 2023

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Johnson v. MVP Event Productions, LLC*

Dear Labor Commissioner,

As counsel for Michael Johnson (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3. This notice is being amended to include additional statutes Plaintiff alleges have been violated.

MVP Event Productions, LLC
160 Alamo Plaza 486
Alamo, CA 94507

Legends Hospitality, LLC
61 Broadway, Suite 2400
New York, NY 10006

Gregory Fielding
374 James Bowie Court
Alamo, CA 94507

Mark Pizzariello
61 Broadway Suite 2400
New York, NY 10006

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against MVP Event Productions, LLC, Legends Hospitality, LLC, Gregory Fielding and Mark Pizzariello (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who have worked, or continue to work, for Defendants in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas*



Security Services USA, Inc., 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants from approximately January 12, 2022 to March 14, 2022 as a Line Cook for events, such as Sacramento Kings games. Defendants provide staffing for events throughout California.

Defendants failed to pay Plaintiff and Aggrieved Employees for all time they were required to be on the work premises. Defendants only paid Plaintiff and Aggrieved Employees from the time they signed in at a particular location on the premises. For example, Plaintiff, who worked as a Line Cook, would sign in when he entered the Golden 1 Center and then again when he arrived at the kitchen two (2) to five (5) minutes later. However, Defendants did not pay him for all time he was on the work premises, Defendants only paid him for time he spent in the kitchen. Additionally, Defendants failed to pay Plaintiff and Aggrieved Employees at least the minimum wage for each hour work. For example, on about 3/4/22 Plaintiff received \$90.34 for a shift he completed on January 19, 2022. Defendants' paystub indicates that Plaintiff worked 6.733 hours. Thus, Defendants only paid Plaintiff \$13.42 per hour for that shift although the minimum wage was \$15.00.

Defendants failed to timely pay wages to Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees regularly worked a single day for Defendants as staff for a particular event. It was Defendants' policy and practice to pay wages four to five weeks after Plaintiff and Aggrieved Employees completed work for Defendants. At times, more than four to five weeks would go by without Defendants making payment to Plaintiff and Aggrieved Employees.

Defendants required Plaintiff and Aggrieved Employees to use their personal cellphones for work but did not have any policy or practice to reimburse for this expense. Defendants required Plaintiff and Aggrieved Employees to frequently use their personal cellphones to request shifts through MVP Event Production, LLC's app, receive information about available shifts, receive information about shifts they were scheduled for, and to confirm shifts, among other communications. Defendants did not reimburse Plaintiff or Aggrieved Employees for expenses they incurred from using their personal cellphones.

Defendants failed to pay Plaintiff and Aggrieved Employees reporting time pay. There were occasions where after Plaintiff and Aggrieved Employees arrived at work for a scheduled shift, they were told they were no longer needed and sent home. On these occasions, Defendants did not pay Plaintiff and Aggrieved Employees any reporting time pay.



Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all meal and rest periods or pay premiums for noncompliant or missed meal and rest periods. Defendants' time records do not reflect any clock outs for meal periods. Defendants were required to keep track of the start and end times of any meal periods but failed to do so. Even on occasions where Plaintiff and Aggrieved Employees did not receive a meal period and made no indication on their timecard that a meal period was taken, Defendants would deduct a thirty (30) minute meal period from their hours worked causing unpaid minimum wages. Additionally, once an event started, Plaintiff and Aggrieved Employees had to continually work and did not have an opportunity to take all rest periods they were entitled to.

Defendants were required to provide Plaintiff and Aggrieved Employees with paid sick time during their employment, however, Defendants did not have any policy or practice to provide paid sick time. Defendants also failed to maintain accurate records regarding Plaintiff's and Aggrieved Employees' paid sick leave.

Defendants paid Aggrieved Employees non-discretionary remuneration, such as bonuses, in the same workweeks that Aggrieved Employees were paid overtime wages and paid sick time. Defendants did not pay overtime wages and paid sick time at the correct rates in these instances because Defendants did not incorporate the amounts of bonuses into Aggrieved Employees' regular rates of pay. This resulted in unpaid overtime wages and sick time.

Defendants were required to provide Plaintiff and Aggrieved Employees with notice of their wages to be paid under Labor Code section 2810.5 but failed to do so.

Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed to them upon their termination or separation, including minimum wages, meal premiums, and rest premiums.

The wage statements Defendants issued to Plaintiff and Aggrieved Employees were not compliant with Labor Code section 226. The statements did not state the name or address of the legal entity that was Plaintiff's and Aggrieved Employees' employer, did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, and did not include the correct amount of net and gross wages earned.

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B. ALLEGATIONS AND CHARGES

Count One – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 5, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count Two - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count Three – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count Four – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the



employee, . . . (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 the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count Five – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, meal premiums, and rest premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count Six – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

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.” Defendants failed to pay any reimbursements for cellphones by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count Seven – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Gregory Fielding and Mark Pizzariello were officers, directors, shareholders, and/or managing agents of MVP Event Productions, LLC or Legends Hospitality, LLC responsible for



the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count Eight – Violation of Labor Code §§ 226.3, 1174, 1198, and Wage Order No. 5, § 7 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Labor Code section 1198 provides the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees. The records requirement in Wage Order No. 5, § 7 is a "standard condition of labor fixed by the commission." See Cal. Labor Code § 1198. It provides, "Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including ... time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... Total hours worked during the payroll period and applicable rates of pay..." See Wage Order No. 5, § 7. Defendants failed to keep accurate records in compliance with Wage Order No. 5, § 7 and Labor Code § 1198. This was against the law.

Count Nine – Violation of Labor Code §§ 233, 246, 246.5, 247.5 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees



to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee’s regular rate of pay. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

Count Ten – Violation of Labor Code §§ 201.3, 204, 210 (Untimely Payment of Wages)

Labor Code section 201.3 provides that “if an employee of a temporary service employer is assigned to work for a client on a day-to-day basis, that employee’s wages are due and payable at the end of each day . . .” It further provides that “if an employee of a temporary services employer is assigned to work for a client, that employee’s wages are due and payable no less frequently than weekly. . .” Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendants failed to comply with these provision by paying Plaintiff and Aggrieved Employees four to five weeks, or even later, after Plaintiff and Aggrieved Employees performed work for Defendants.

Count Eleven – Violation of Wage Order No. 5, § 5 (Failure to Pay Reporting Time)

“Each workday that an employee is required to report to the 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. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees all reporting time pay they were owed. This is against the law.

Count Twelve – Violation of Labor Code § 2810.5 (Failure to Notify of Wages)

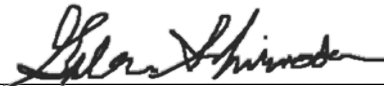
Labor Code section 2810.5 provides that at the time of hire employers shall provide to each employee a written notice containing information about their pay, such as rates, allowances, if any, the employer’s regular payday, the name of the employer, the employer’s physical address, the employer’s telephone number, etc. Defendants failed to provide this notice to its employees. This is against the law.



If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda

GTS:bb
cc: Client via e-mail

1 *Johnson v. MVP Event Productions, LLC*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Shaniya Baird, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On October 27, 2023, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9

10 MVP Event Productions, LLC 160 Alamo, Plaza 486 Alamo, CA 94507	Legends Hospitality, LLC 61 Broadway, Suite 2400 New York, NY 10006
12 Gregory Fielding 347 James Bowie Court Alamo, CA 94507	Mark Pizzariello 61 Broadway Suite 2400 New York, NY 10006

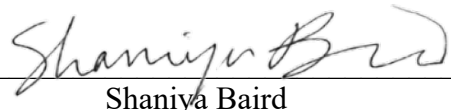
14

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 Service that same day in the ordinary course of business. On the date set forth
19 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Salt Lake City, Utah, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
of the addressee above.

21 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
22 personally delivered via the following overnight courier service:_____.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct, and that this declaration was executed on October 27, 2023, at Salt Lake City,
Utah.

25 

26 Shaniya Baird

27

28

EXHIBIT D



Quotation Request:

Brittany Berzin
Shimoda & Rodriguez Law, PC
bberzin@shimodalaw.com
833.201.0213

Case Name:

Bates, et al. v. MVP Event Productions, LLC, et al.

Date:

Thursday, September 14, 2023

RFP Number:

07160003

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	1,687
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardized provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.00	1,687	\$1,687.00
USPS First Class Postage	Per Piece	\$0.66	1,687	\$1,113.42
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$1.50	337	\$506.10
Receive and Process Undeliverable Mail	Per Hour	\$75.00	2	\$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	4	\$300.00
NCOA Address Update (USPS)	Static Rate	\$353.26	1	\$353.26
Sub Total:				\$4,229.78

Project Management				
Project Management	Per Hour	\$150.00	4	\$600.00
Project Coordinator	Per Hour	\$90.00	4	\$360.00
Data Analyst and Reporting	Per Hour	\$140.00	3	\$420.00
Sub Total:				\$1,380.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$400.00	1	\$400.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$400.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	4	\$480.00
Account Management and Reconciliation	Per Hour	\$140.00	4	\$560.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	1,687	\$2,108.75
USPS First Class Postage	Per Piece	\$0.66	1,687	\$1,113.42
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	169	\$253.05
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	14	\$1,400.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$7,165.22

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	4	\$540.00
Project Management Reconciliation	Per Hour	\$100.00	4	\$400.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,300.00

			WILL NOT EXCEED:	\$15,300.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT E

Shimoda & Rodriguez Law, PC Costs - Bates, et al. v. MVP Event Productions, LLC, et al.

<u>Date</u>	<u>Description</u>	<u>Amount</u>
5/18/2022	Payment to LWDA - PAGA Letter	\$75.00
5/18/2022	Certified Mail - PAGA Letter	\$17.92
5/27/2022	Court Runner Fee - Notice of Depositing Complex Fees	\$40.00
5/27/2022	Court Fee - Complex Fee	\$1,000.00
5/31/2023	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Westlaw Legal Research Fees	\$500.00
6/1/2022	Court Fee - Filing Complaint	\$435.00
6/1/2022	One Legal Fee - Filing Complaint	\$121.09
6/3/2022	Affordable Legal Service Fee - Serve Complaint MVP Event Productions, LLC	\$55.00
6/16/2022	Affordable Legal Service Fee - Serve Complaint Legends Hospitality, LLC	\$13.00
6/22/2022	Court Runer Fee - File POSOS	\$40.00
7/20/2022	Court Fee - Orange County Superior Court Name Search for Related Case	\$1.50
7/20/2022	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$15.00
7/20/2022	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$8.97
10/26/2022	One Legal Fee - File Request for Dismissal Without Prejudice	\$61.26
12/9/2022	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$7.40
12/23/2022	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$9.88
12/23/2022	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$17.38
12/23/2022	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$15.00
1/13/2023	One Legal Fee - File Joint Case Management Conference Statement	\$61.26
2/2/2023	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$2.00
3/13/2023	Mediator Fee - Payment to McKelvey Resolution for Mediation	\$3,750.00
3/15/2023	One Legal - File Joint Case Management Conference Statement	\$61.26
3/21/2023	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$15.00
6/1/2023	One Legal Service Fee - declaration order 20486465	\$61.26
6/1/2023	One Legal Fee - File Joint Case Management Conference Statement	\$61.26
8/1/2023	Berger Consulting Group Payment - Data/Damages Analysis for Mediation	\$720.00
8/23/2023	One Legal Fee - File Joint Case Management Conference Statement	\$83.39
11/6/2023	Certified Mail - Amended PAGA Letter	\$35.08
11/16/2023	One Legal Fee - File Joint Case Management Conference Statement	\$83.39
Anticipated	Court Fee - Motion for Preliminary Approval of Settlement	\$60.00
Anticipated	One Legal Fee - Filing Motion for Preliminary Approval of Settlement	\$300.00
Anticipated	Personal Service of Preliminary Approval Motion to MVP	\$175.00
Anticipated	One Legal Fee - File Joint Case Management Conference Statement	\$83.39
Anticipated	Court Fee - Motion for Final Approval of Settlement	\$60.00
Anticipated	One Legal Fee - Filing Motion for Final Approval of Settlement	\$300.00
Anticipated	One Legal Fee - Compliance Declarations	\$83.39

TOTAL: \$8,429.08

Activities Export

12/20/2023

12:59 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/07/2023	\$	Refund to Shimoda - Postage ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$0.63	-	\$0.63
08/02/2023	\$	Data Analysis - Postage ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$0.63	-	\$0.63
08/02/2023	\$	Berger Consulting Data Analysis fee ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Victoria Anyanwu	1.00	\$720.00	-	\$720.00
04/27/2023	\$	Stipulation to Amended Complaint Filing Fee ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Victoria Anyanwu	1.00	\$20.59	-	\$20.59
03/22/2023	\$	Service of Bakersfield ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$110.67	-	\$110.67
03/14/2023	\$	Mediation Fee Check Mailing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$4.75	-	\$4.75
03/14/2023	\$	Medina McKelvey Mediation ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$3,750.00	-	\$3,750.00
02/08/2023	\$	Amended Complaint ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$92.66	-	\$92.66
02/08/2023	\$	Complaint Package Filing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$1,569.99	-	\$1,569.99
							\$0.00 0.00h	\$8,820.60 0.00h

Activities Export

12/20/2023

12:59 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/10/2023	\$	RFD - PAGA Case ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$14.88	-	\$14.88
10/04/2022	\$	POS Summons/NAR ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$72.07	-	\$72.07
09/27/2022	\$	Stipulation to Amend Complaint ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$92.66	-	\$92.66
09/20/2022	\$	POS Summons/NAR ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$72.07	-	\$72.07
06/07/2022	\$	Complaint Package Filing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$462.71	-	\$462.71
06/03/2022	\$	PAGA Letters to MVP/LEGENDS - Mailing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$4.24	-	\$4.24
06/03/2022	\$	NAR Packet - Mailing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$2.24	-	\$2.24
06/03/2022	\$	E-Filing Fee for Complaint ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$12.87	-	\$12.87
05/19/2022	\$	Proof of Service ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$30.89	-	\$30.89
							\$0.00 0.00h	\$8,820.60 0.00h

Activities Export

12/20/2023

12:59 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/06/2022	\$	Complex Case Fee Filing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$72.07	-	\$72.07
04/21/2022	\$	Legends Hospitality Service ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$41.18	-	\$41.18
04/12/2022	\$	NAR Packet Mailing - Legends ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$1.98	-	\$1.98
04/06/2022	\$	Complaint, Summons, Civil Case Cover Sheet (Complex) ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$1,647.20	-	\$1,647.20
03/31/2022	\$	Records Request MVP - Mailing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$4.28	-	\$4.28
03/31/2022	\$	Records Request Legends - Mailing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$4.28	-	\$4.28
03/25/2022	\$	Right to Sue - Mailing Legends ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$7.53	-	\$7.53
03/24/2022	\$	Right to Sue - MVP - Mailing ● Unbilled	Bates - MVP Event Staffing [00392] MVP Event Staffing	Ron Buchanan	1.00	\$7.53	-	\$7.53
							\$0.00 0.00h	\$8,820.60 0.00h

EXHIBIT F

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 [REDACTED] weeks during the applicable Class Period and [REDACTED] weeks during the applicable PAGA Claim Period, which means your total share of the settlement proceeds is estimated to be [REDACTED]. 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 [REDACTED], no later than [Date].

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 [DATE].

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 [REDACTED]. 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.

III. 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 [admin mail address] or uploaded to the Claims Administrator's website at [admin web address] no later than [date]. 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 [date]. 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 [redacted]. 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 [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], 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 [redacted]. 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 ____, [address] on [] at [] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. 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: [admin web address]. All questions by Class Members regarding this Notice of Proposed Class Action Settlement and/or the Settlement should be directed to the Claims Administrator:.

[claims administrator's address, phone number, web address]

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 [number] OR VISIT [Claims Administrator web address]

BY ORDER OF THE COURT

EXHIBIT G

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 **[insert website submission option]** on or before **[DATE]** 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 **[DATE]**. 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:

[address]

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 **[]** weeks for Legends Hospitality, LLC in California as Class Member during the Class Period of April 1, 2018 until December 22, 2023 and **[]** 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 \$ **[]**.

(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 **[date]**. 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

EXHIBIT H

EXHIBIT I

TIMOTHY B. DEL CASTILLO (SBN: 277296)

tdc@castleemploymentlaw.com

LISA L. BRADNER (SBN: 197952)

lb@castleemploymentlaw.com

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on behalf of herself and similarly situated employees

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Facsimile: (916) 760-3733

Attorneys for Plaintiff MICHAEL JOHNSON

on behalf of himself and similarly situated employees

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

**SECOND 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.

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

CLASS ALLEGATIONS

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

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

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

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

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 16 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.

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. Defendants were required to provide Plaintiff and similarly situated employees
11 with paid sick time during their employment, however, Defendants did not have any policy or
12 practice to provide paid sick time.

13 32. Nor did Plaintiffs, and any similarly aggrieved employees, receive wage
14 statements in compliance with California Labor Code section 226.

15 33. Defendants did not provide Plaintiffs and similarly aggrieved employees all wages
16 owed upon their termination or within seventy-two (72) hours of their separation from
17 employment, including minimum wages, paid sick time, meal premiums, and rest premiums.

18 34. Defendants paid aggrieved employees non-discretionary remuneration, such as
19 bonuses, in the same workweeks that aggrieved employees were paid overtime wages and paid sick
20 time. Defendants did not pay overtime wages and paid sick time at the correct rates in these
21 instances because Defendants did not incorporate the amounts of bonuses into aggrieved employees'
22 regular rates of pay. This resulted in unpaid overtime wages and sick time.

23 35. Defendants failed to provide aggrieved employees with the notices required under
24 Labor Code sections 2810.5 regarding their wages. Additionally, Defendants failed to maintain
25 accurate records regarding aggrieved employees' paid sick leave.

26 36. Plaintiffs brings this Class Action on behalf of themselves and similarly situated
27 employees in order to fully compensate themselves and Class Members for their losses incurred
28

1 during the class period caused by Defendants' uniform policies and practices which failed to
2 lawfully compensate these employees.

3 37. Defendants' uniform policies and practices alleged herein were unlawful, unfair
4 and deceptive business practices whereby Defendants retained and continues to retain wages due
5 Plaintiffs and the other Class Members. Plaintiffs and the other Class Members seek an
6 injunction enjoining such conduct by Defendants in the future, relief for the named Plaintiffs and
7 the other Class Members who have been economically injured by Defendants' past and current
8 unlawful conduct, and all other appropriate legal and equitable relief.

9
10 **FIRST CAUSE OF ACTION**
(Unfair Competition)

11 38. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 37 as
12 though fully set forth herein.

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

17 40. Defendants committed numerous violations of the California Labor Code throughout
18 the employment relationship. Plaintiffs and Class Members were not paid all wages owed, including
19 minimum wages, and paid sick time, during their employment or any time thereafter. Moreover,
20 through Defendants conduct Plaintiff and similarly situated employees were denied statutory
21 protections regarding meal and rest periods.

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

26 42. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to
27 the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled
28 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)

43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully set forth herein.

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

45. Defendants failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendants failed to list on the wage statements provided to Plaintiffs and similarly situated employees wage statements listing all hour worked and the applicable rates of pay and

1 overtime rate. Plaintiffs allege that Defendants failed to provide accurate itemized wage
2 statements in accordance with Labor Code section 226(a) to all members of the Labor Code
3 Class.

4 46. Additionally, Plaintiffs allege they suffered injury as a result of Defendants'
5 knowing and intentional failure to provide accurate and complete information as required by any
6 one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
7 Plaintiffs cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiffs'
8 position would not be able to readily ascertain the information without reference to other
9 documents or information) whether they were paid for all hours worked or all wages owed from
10 the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

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

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

16 48. Plaintiffs hereby incorporate by reference Paragraphs 1 through 47 of this
17 Complaint as if fully set forth herein and for a cause of action alleges as follows:

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

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

1 51. Defendants' conduct described herein violates California Labor Code section
2 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs and the
3 Plaintiff Class have been damaged and deprived of minimum wages, in an amount to be
4 established at trial. Plaintiffs and the Plaintiff Class now seek these wages, liquidated damages
5 pursuant to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant
6 to California Labor Code sections 1194.

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

9 52. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 51 as
10 though fully set forth herein.

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

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

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

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

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

58. 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)

59. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 58 as though fully set forth herein.

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

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

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

63. Defendants knew of their obligation to pay Plaintiffs and Class Members and Defendants' failure to pay all wages was in complete disregard of their obligations. Indeed, Defendants had knowledge of the hours that Plaintiff and similarly situated employees worked, that they did not receive all legally compliant meal and rest periods and all paid sick time owed, and that they were paid at rates less than the minimum wage. Such conduct shows Defendants' knowledge of their obligation to pay all wages owed upon termination and willful refusal.

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

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SIXTH CAUSE OF ACTION
(Failure to Pay Overtime Wages)

65. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 64 as though fully set forth herein.

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

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

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

SEVENTH CAUSE OF ACTION
(Failure to Reimburse Business Expenses)

69. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 68 as though fully set forth herein.

70. 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."

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

72. Defendants' conduct described herein violated California Labor Code section 2802. 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, 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))

73. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 72 as though fully set forth herein.

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

75. 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.

76. 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.*))

77. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 76 as though fully set forth herein.

78. 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)
 - Violation of Labor Code §§ 226.3, 1174, 1198; IWC Wage Order 5, § 7 (Failure to Maintain Accurate Records)
 - Violation of Labor Code §§ 233, 246, 246.5, 247.5, 248.5 (Failure to Provide Paid Sick Leave)
 - Violation of Labor Code §§ 201.3, 204, 210 (Untimely Payment of Wages)
 - Violation of Labor Code § 1194; IWC Wage Order 5, § 5 (Failure to Pay Reporting Time)
 - Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 5 (Failure to Pay Overtime)
 - Violation of Labor Code § 1174; IWC Wage Order 5, § 5 (Failure to Pay Keep Accurate Time Records)
 - Violation of Labor Code § 226.8 (Misclassification as Independent Contractor)
 - Violation of Labor Code § 2810.5 (Failure to Notify of Wages)
79. Plaintiffs sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698 *et seq.* Plaintiffs are thus entitled to

1 recover civil penalties for all violations of the Labor Code from March 23, 2021 through trial on
2 this matter.

3 **DAMAGES**

4 WHEREFORE Plaintiffs request relief as follows:

- 5 1. A jury trial;
- 6 2. For an order certifying the class and sub-classes;
- 7 3. For an order certifying Plaintiffs' counsel as class counsel;
- 8 4. For an order appointing Plaintiffs as class representatives;
- 9 5. For penalties and liquidated damages under the California Labor Code according to
10 proof allowed by law;
- 11 6. For compensatory damages, including, but not limited to, unpaid wages, plus
12 interest, according to proof allowed by law;
- 13 7. For an award of Civil Penalties pursuant to Labor Code section 2698 *et seq.*, payable
14 75% to the State of California, and 25% to Plaintiffs and other aggrieved employees;
- 15 8. For an award to Plaintiffs of costs of suit incurred herein and reasonable attorney's
16 fees;
- 17 9. For injunctive relief;
- 18 10. For an award of prejudgment and post-judgment interest; and
- 19 11. For an award to Plaintiffs of such other and further relief as the Court deems just and
20 proper.

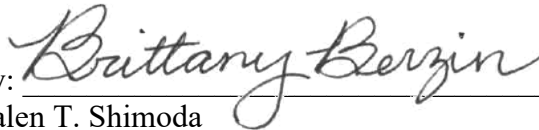
21
22 Dated: December 21, 2023

Castle Law: California Employment Counsel, PC

23
24 By: 
25 Timothy B. Del Castillo
26 Lisa L. Bradner
27 Attorneys for Plaintiff KALI BATES
28 and the Class

1 Dated: December 21, 2023

Shimoda & Rodriguez Law, PC

2
3 By: 
4 Galen T. Shimoda
5 Justin P. Rodriguez
6 Brittany V. Berzin
7 Attorneys for Plaintiff MICHAEL JOHNSON
8 and the Class

9 **JURY TRIAL DEMAND**

10
11 Plaintiffs hereby demand a trial by jury.

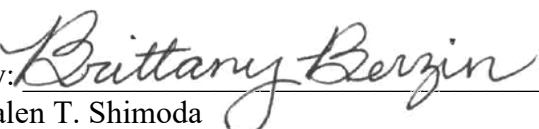
12
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15 By: 
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17 Lisa L. Bradner
18 Attorneys for Plaintiff KALI BATES
and the Class

19 Dated: December 21, 2023

Shimoda & Rodriguez Law, PC

20
21 By: 
22 Galen T. Shimoda
23 Justin P. Rodriguez
24 Brittany V. Berzin
25 Attorneys for Plaintiff MICHAEL JOHNSON
26 and the Class
27
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Attorneys for Plaintiff MICHAEL JOHNSON
on behalf of himself and similarly situated employees

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
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on January 19, 2024 at 9:00 a.m., in Department 27
4 before the Honorable Jill Talley, presiding. Named Plaintiffs Kali Bates and Michael Johnson
5 (“Plaintiffs”) filed this putative class action on May 18, 2022. The operative Complaint alleges that
6 Defendant Legends Hospitality, LLC (“Defendant”) violated California law by violating the California
7 Unfair Competition law, failing to provide accurate wage statements, failing to pay minimum wages
8 for all hours worked, failing to provide meal and rest periods, waiting time penalties, failing to pay
9 overtime wages, failing to reimburse business expenses, and failing to timely pay wages during
10 employment. Plaintiffs have also alleged Defendant is liable for a civil penalties under the Private
11 Attorneys General Act (“PAGA”) based on these violations. Plaintiffs sought attorneys’ fees and costs
12 as part of this Action. Defendant denied all of Plaintiffs' claims and denied that this case was
13 appropriate for class treatment. No class has been certified.

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

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

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

26 all individuals who were staffed to Legends Hospitality, LLC by MVP
27 Event Productions, LLC and performed work for Legends Hospitality,
28 LLC, whether as an employee or independent contractor, at any time from
April 1, 2018 and up to December 22, 2023.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

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

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

25 The Court finds that Plaintiffs Kali Bates and Michael Johnson and Plaintiffs' counsel,
26 Galen T. Shimoda, Justin P. Rodriguez, and Brittany V. Berzin of Shimoda & Rodriguez Law, PC and
27 Tim Del Castillo and Lisa Bradner of Castle: California Employment Counsel, PC, to be adequate
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representatives of the settlement class. The Court appoints them as Class Representatives and Class Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiffs' Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$175,000 Gross Settlement Amount, which will be paid on a claims made basis as set forth in the Agreement. Plaintiff has provided adequate reasoning and explanation as to why a claims made settlement is appropriate under the circumstances of this case.

The Court approves of Apex Class Action acting as the Claims Administrator in this case and hereby appoints them to fulfill those duties in this case as outlined in the Agreement.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”). The amounts allocated under the Agreement for attorney’s fees and costs, for an Enhancement Payment to the Class Representatives, and Settlement Administrator Costs shall be included in the Notice of Settlement to enable Class Members to review and comment thereon.

1 The Court will consider the reaction of Class Members when evaluating the reasonableness of the
2 requested amounts at final approval. *See In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71
3 (C.D. Cal. 2005) (“the absence of objections or disapproval by class members to class counsel’s fee
4 request further supports finding the fee request reasonable”). Plaintiffs and Class Counsel are directed
5 to provide information in connection with the motion for final approval that will enable the Court to
6 assess the appropriateness of any requested fee percentage, to perform a lodestar cross check of the
7 requested fee percentage, and to quantify the amount of time spent by Plaintiffs on this case and any
8 further risks and/or burdens incurred as a result of acting as Class Representatives. Class Counsel is also
9 directed to provide an updated declaration and itemization regarding actual litigation costs incurred.
10 The Claims Administrator shall also submit a declaration attesting to Claims Administrator Costs
11 incurred. The Court will review these amounts and allocations in connection with the final approval
12 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement
13 for attorney’s fees and costs, for an Enhancement Payment to the Class Representatives, and/or Claims
14 Administrator Costs, the difference between the amounts awarded and the amounts requested shall be
15 added to the Net Settlement Amount for distribution to Participating Class Members pro rata as set forth
16 in the Agreement.

17 The Court approves of the Ten Thousand Dollars (\$10,000) PAGA Payment, which shall be paid
18 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
19 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
20 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to Aggrieved
21 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
22 provides a recovery that creates an effective, substantial deterrent to any potential future non-
23 compliance, furthering the purpose of the Labor Code and LWDA.

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

28 //

1 The releases and waivers for Class Members who do not opt out of being bound by the
2 Agreement, Aggrieved Employees, and the Class Representatives are also approved by the Court as set
3 forth in the Agreement.

4 The Court approves Plaintiffs' request to file the Second Amended Complaint filed with this
5 Motion as Exhibit I and hereby deems it filed.

6 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
7 **INCLUDING THE NOTICE OF SETTLEMENT AND CLAIM FORM**

8 The Court finds that the proposed Notice of Settlement and proposed Claim Form, which were
9 submitted with Plaintiffs' Motion as Exhibit F and G respectively, fairly and adequately advise Class
10 Members of the terms of Agreement, the rights being waived, their right to opt out, the ability to dispute
11 the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement
12 Amount, how to participate in the settlement, how to file documentation in opposition to the proposed
13 settlement, and when to appear at the fairness hearing to be conducted on the date set forth below. The
14 Court further finds that the Notice of Settlement and Claim Form and proposed distribution of them
15 comports with all constitutional requirements, including those of due process.

16 The Court also finds that because there is a strong interest in providing Class Members the
17 opportunity to participate in the settlement, along with the Parties' efforts to minimize any intrusion to
18 privacy rights, the sharing of employment information with the Claims Administrator, including social
19 security numbers, is not a serious intrusion on their privacy rights. Hence, the Court orders Defendant
20 MVP Event Productions, LLC to provide the last known address and social security number for each
21 Class Member to the Claims Administrator and Defendant Legends Hospitality, LLC to provide
22 available telephone numbers, e-mail addresses, start and end dates for shifts worked, and locations
23 worked for each Class Member to the Claims Administrator. The Claims Administrator shall only use
24 this information for the purposes identified in the Agreement and shall keep this information
25 confidential consistent with the terms of the Agreement.

26 The Court further orders Defendant MVP Event Production, LLC to post an ad on its social
27 media sites and Ridgeview Vista, Inc.'s, who Plaintiffs contend are a successor to Defendant MVP
28

Event Production, LLC, directing Class Members to the Claims Administrator's website where the Notice of Settlement and Claim Form will be located.

IV. IMPLEMENTATION SCHEDULE

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

Last day for Defendant and MVP Event Productions, LLC to provide Claims Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Claims Administrator to complete procedure to notify Class Members and Aggrieved Employees	Within 14 calendar days after the Claims Administrators' receipt of Class Members' and Aggrieved Employees' information
Last day for MVP Event Production, LLC and Ridgeview Vista, Inc. to post an ad on its social media directing Class Members and Aggrieved Employees to the Claims Administrator's website	Within 28 calendar days after the Preliminary Approval Date
Last day for Class Members to opt-out, submit disputes, submit objections, submit requests for inclusion, and submit Claim Form	60 calendar days after mailing or publication of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
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

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
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
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
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
Last day for Defendant to provide Claims Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date

FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiffs' Motion and sets final approval hearing on the proposed date of June 7, 2024 at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Class Members who have not opted out and who object in a timely manner as set forth in the Agreement may appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

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1 **IT IS SO ORDERED.**

2
3 Date: _____

By: _____
Judge of the Superior Court

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2 Lisa L. Bradner (SBN: 197952)
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18 on behalf of himself and similarly situated employees

19 **SUPERIOR COURT OF CALIFORNIA**
20 **FOR THE COUNTY OF SACRAMENTO**

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

24 Plaintiffs,

25 vs.

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

Defendants.

Case No. 34-2022-00317653

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

CLASS ACTION

PROOF OF SERVICE

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

Bates, et al. v. MVP Event Productions, LLC, et al.
Sacramento County Superior Court of California 34-2022-00317653

**PROOF OF SERVICE — CCP §§ 1013a and 2015.5
and California Rules of Court, Rule 1.21 and Rule 2.150**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On December 21, 2023, I served the following documents on the parties below:

- **DECLARATION OF KALI BATES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF TIMOTHY B. DEL CASTILLO IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF MICHAEL JOHNSON IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF BRITTANY V. BERZIN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

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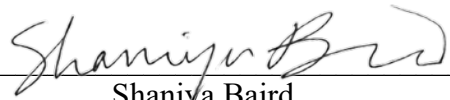
1 [] [By Mail] I am familiar with my employer's practice for the collection and
2 processing of correspondence for mailing with the United States Postal
3 Service and that each day's mail is deposited with the United States Postal
4 Service that same day in the ordinary course of business. On the date set forth
5 above, I served the aforementioned document(s) on the parties in said action
by placing a true copy thereof enclosed in a sealed envelope with postage
thereon fully prepaid, for collection and mailing on this date, following
ordinary business practices, at Salt Lake City, Utah, addressed as set forth
above.

6 [] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

7 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
8 above. No error was reported by the e-mail service that I used.

9 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service: _____.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct, and that this declaration was executed on December 21, 2023, at Salt Lake City, Utah.

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13 
14 Shaniya Baird
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