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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 23*

CLASS ACTION

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

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on January 10, 2025, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 23 of the above-entitled Court, Plaintiffs Kali Bates and Michael
4 Johnson, individually and on behalf of all other similarly situated individuals, hereby move for entry of
5 an Order for the following:

- 6 1. Certifying the proposed class herein for purposes of settlement;
- 7 2. Appointing Plaintiffs Kali Bates and Michael Johnson as class representatives for purposes of
8 settlement;
- 9 3. Appointing Shimoda & Rodriguez Law, PC, and Castle Law: California Employment
10 Counsel, PC, as Class Counsel for purposes of settlement;
- 11 4. Approving the proposed class action and Private Attorneys General Act settlement, in the
12 gross amount of \$175,000, which is incorporated herein by reference;
- 13 5. Approving the application for payment to Class Counsel of attorneys' fees in the amount of
14 \$61,250;
- 15 6. Approving the application for payment to Class Counsel of reasonable costs in the amount of
16 \$17,295.28;
- 17 7. Approving the Enhancement Payment of \$10,000.00 each to the Class Representatives, Kali
18 Bates and Michael Johnson;
- 19 8. Approving the appointment of Apex Class Action as the Claims Administrator and for
20 payment to Apex Class Action for administering said class action settlement in the amount of
21 \$20,200;
- 22 9. Approving the settlement of claims under the Private Attorneys General Act for the total
23 amount of \$10,000, 75% of which will be paid to the Labor and Workforce Development
24 Agency and 25% of which will be paid to Aggrieved Employees;
- 25 10. Determining that the class notification procedure and process complied with Class Members'
26 due process rights;
- 27
- 28

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

4 12. Approving and adopting the Proposed Order and its implementation schedule, which is filed
5 herewith and incorporated by reference.

6 This Motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
7 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the preliminary approved
8 class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class
9 Members and should be approved by the Court. This motion will be based on the notice of motion,
10 memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of
11 Timothy B. Del Castillo, the Declaration of Kali Bates, the Declaration of Michael Johnson, the
12 Declaration of Katherine Rovertoni, exhibits, the record and files of this case, and any further oral or
13 documentary evidence introduced at the hearing of this motion.

14
15 **Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of this matter**
16 **by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the**
17 **department may be downloaded off the court's website. If the party does not have online access,**
18 **they may call the dedicated phone number for the department as referenced in the local telephone**
19 **directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and**
20 **receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the**
21 **court day before the hearing, no hearing will be held.**

22 Dated: December 16, 2024

Shimoda & Rodriguez Law, PC

23 By: 
24 Galen T. Shimoda
25 Justin P. Rodriguez
26 Renald Konini
27 Attorneys for Plaintiffs
28

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Department 23*

CLASS ACTION

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

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TABLE OF CONTENTS

I. Introduction and Opening Summary of Argument	1
II. Procedural and Litigation History.....	2
III. Investigation and Discovery Conducted	3
IV. Negotiation and Proposed Settlement.....	3
a. Plaintiff and Defendant Engaged in Extensive Arm’s Length Negotiations	3
b. The Terms of the Agreement	4
c. Allocation of Settlement Funds	6
V. Preliminary Approval of Class Action Settlement and the Subsequent Class Action Administration	9
VI. The Agreement Warrants Final Approval As It Is Fair, Reasonable, And Adequate As To All Class Members Based On The Facts Of This Case	11
a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness	11
i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length Negotiations Between the Parties	12
ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement	12
iii. Plaintiffs’ Counsel Are Experienced in Similar Litigation.....	12
iv. No Class Members Objected And Only Two Opted Out	13
v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiffs’ Case and the Risks and Costs of Further Litigation	13
vi. The Proposed Settlement is a Reasonable Compromise of Claims	14
b. Certification of the Class is Appropriate.....	15
VII. The Amounts Requested For Attorneys’ Fees And Costs, Enhancement Payments To The Class Representatives, And Claims Administrator Costs Are Reasonable And Should Be Approved.....	15
a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee.....	16
b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit Obtained	18

c. Class Counsel’s Request for an Enhancement Payment to the Class Representative Is Justified In Light of The Results Achieved for the Class	18
d. The Court Should Approve the Payment of Claims Administrator Costs	19
VIII. Conclusion	19

1 **TABLE OF AUTHORITIES**

2 **CALIFORNIA CASES**

3 *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110 (2009)..... 11, 18

4 *Children’s Hosp. and Med. Ctr. V. Bonta*, 97 Cal.App.4th 740 (2002) 18

5 *Cundiff v. Verizon California, Inc.*, 167 Cal.App.4th 718 (2008) 14

6 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996) 11, 12, 15

7 *Green v. Obledo*, 29 Cal.3d 126 (1981)..... 11

8 *In re Microsoft I-V Cases*, 135 Cal.App.4th 706 (2006) 6, 11, 14

9 *Karton v. Ari Design & Const., Inc.*, 61 Cal.App.5th 734 (2021) 16, 17

10 *Ketchum v. Moses*, 24 Cal.4th 1122 (2201)..... 16, 17

11 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116 (2008)..... 11, 14, 15

12 *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016) 7, 8, 16

13 *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399 (2010) 7, 8, 14

14 *Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273 (1992) 11

15 *Nordstrom Com. Cases*, 186 Cal.App.4th 576 (2010)..... 5, 11

16 *North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.*,

17 27 Cal. App. 4th 1085 (1994) 11

18 *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955 (2019) 10

19 *Rebney v. Wells Fargo Bank*, 220 Cal. App. 3d 1117 (1990)..... 13

20 *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th 691 (2014)..... 17

21 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001)..... 7, 11, 13

22 **CALIFORNIA STATUTES**

23 Cal. Lab. Code § 2699 3, 11

24 Cal. Rules of Court, Rule 3.769..... 11

25 **FEDERAL CASES**

26 *Abrams v. Lightolier, Inc.*, 50 F.3d 1204 (3d Cir. 1995) 18

27 *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS 130878 (E.D. Cal. 2017) 14

28 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal 2015) 14

1	<i>Birch v. Office Depot, Inc.</i> , USDC Southern District,	
2	Case No. 06cv1690 DMS (WMC	16)
3	<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....	16
4	<i>Boyd v. Bechtel Corp.</i> , 485 F. Supp. 610 (N.D. Cal. 1979).....	12
5	<i>Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42</i> , 8 F.3d 722 (10th Cir. 1993).....	18
6	<i>Bravo v. Gale Triangle, Inc.</i> , 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)	14
7	<i>Briseno v. ConAgra Foods, Inc.</i> , 844 F.3d 1121 (9th Cir. 2017)	10
8	<i>Chu v. Wells Fargo Investments, LLC</i> , 2011 WL 672645, *1 (N.D. Cal. 2011)	6
9	<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974).....	15
10	<i>Davis v. Cox Commc'ns California, LLC</i> , 2017 WL 1496407, *1 (S.D. Cal. 2017).....	5
11	<i>Dennis v. Kellogg Co.</i> , 2010 WL 4285011, *6 (S.D. Cal. 2010).....	7
12	<i>Dent v. ITC Serv. Croup</i> , 2013 U.S. Dist. LEXIS 139359,	
13	*9-*10, *15-*16 (D. Nev. 2013)	19
14	<i>Emmons v. Quest Diagnostics Clinical Lab'ys, Inc.</i> ,	
15	2017 WL 749018, *7 (E.D. Cal. 2017)	16
16	<i>Franco v. Ruiz Food Prod., Inc.</i> , 2012 WL 5941801, *14 (E.D. Cal. 2012)	6
17	<i>Garcia v. City of King City</i> , 2017 WL 363257, *4 (N.D. Cal. 2017).....	15
18	<i>Garcia v. Gordon Trucking, Inc.</i> , 2012 WL 5364575, *6-*7 (E.D. Cal. 2012)	5
19	<i>Gardner v. GC Servs., LP</i> , 2012 U.S. Dist. LEXIS 47043 (S.D. Cal. 2012).....	14
20	<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994).....	18
21	<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983)	16, 17
22	<i>Hopson v. Hanesbrands Inc.</i> , 2009 WL 928133, *1, *9 (N.D. Cal. 2009).....	5
23	<i>Ingram v. The Coca Cola Co.</i> , 200 F.R.D. 685 (N.D. Ga. 2001)	18
24	<i>In re Heritage Bond Litig.</i> , 2005 U.S. Dist. LEXIS 13555 (C.D. Cal. 2005).....	12, 13, 15
25	<i>In re Omnivision Technologies, Inc.</i> , 559 F.Supp.2d 1036 (2007)	13
26	<i>In re Tableware Antitrust Litigation</i> , 484 F.Supp.2d 1078, 1080 (N.D. Cal. 2007)	8
27	<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 WL 4899942, *6 (S.D. Cal. 2011)	5
28	<i>Jennings v. Open Door Marketing, LLC</i> , 2018 WL 4773057, *9 (N.D. Cal. 2018)	5

1	<i>Junkersfeld v. Med. Staffing Sols., Inc.</i> , 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022)	5
2	<i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998)	15
3	<i>Messineo v. Ocwen Loan Servicing, LLC</i> , 2017 WL 733219, *4 (N.D. Cal. 2017)	15
4	<i>Moore v. Fitness Int'l, LLC</i> , 2014 WL 12571448, *5 (S.D. Cal. 2014)	5
5	<i>Cellphone Termination Fee Cases</i> , 180 Cal. App. 4th 1110 (2009)	13
6	<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615 (9th Cir. 1982)	13
7	<i>Paul, Johnson, Alston & Hunt v. Grauly</i> , 886 F.2d 268 (9th Cir. 1989)	16
8	<i>Rannis v. Recchia</i> , 380 F.App'x 646 (9th Cir. 2010)	10
9	<i>Rippee v. Boston Mkt. Corp.</i> , USDC Southern District,	
10	Case No. 05cv1359 BTM (JMA)	17
11	<i>Ruch v. AM Retail Grp., Inc.</i> , 2016 WL 5462451, *7 (N.D. Cal. 2016)	5
12	<i>Schiller v. David's Bridal, Inc.</i> , 2012 U.S. Dist. LEXIS 80776 (E.D. Cal. 2012)	14
13	<i>Shames v. Hertz Corp.</i> , 2012 WL 5392159, at *9 (S.D. Cal. Nov. 5, 2012)	7
14	<i>Silber v. Mabon</i> , 18 F.3d 1449 (9th Cir. 1994)	10
15	<i>Singer v. Becton Dickenson and Co.</i> , 2010 U.S. Dist. LEXIS 53416 (S.D. Cal. 2010)	5
16	<i>Syed v. M-I, L.L.C.</i> , 2017 WL 714367, *13 (E.D. Cal. 2017)	5
17	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995)	18
18	<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002)	17
19	<i>Walsh v. CorePower Yoga LLC</i> , 2017 U.S. Dist. LEXIS 163991,	
20	*12-14 (N.D. Cal. 2017)	10
21	<i>West v. Circle K Stores, Inc.</i> , 2006 U.S. Dist. LEXIS	
22	76558, *7-*8, *12, *27 (E.D. Cal. 2006)	18
23	<i>Wright v. Linkus Enters.</i> , 259 F.R.D. 468 (E.D. Cal. 2009)	10
24	FEDERAL STATUTES AND OTHER AUTHORITIES	
25	Fed. R. Civ. Proc., Rule 23(e)	11
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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

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

Plaintiffs have alleged that Defendant violated the California Unfair Competition Law, failed to provide accurate wage statements, failed to pay minimum wage for all hours worked, failed to provide meal and rest periods, waiting time penalties, failed to pay overtime wages, failed to reimburse business expenses, failed to comply with sick leave requirements, and failed to timely pay wages during employment. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Roderiguez”), ¶ 3. Plaintiffs have also alleged Defendant is liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiffs’ Ltrs. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendant has denied all of Plaintiffs’ allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 6. Defendant has also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiffs and Plaintiffs’ counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 7-11; Declaration of Timothy Del Castillo

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 (“Decl. Del Castillo”), ¶¶ 4, 15; Declaration of Kali Bates (“Decl. Bates”) ¶ 9; Declaration of Michael
2 Johnson (“Decl. Johnson”) ¶ 9.

3 The reaction of Class Members to the preliminarily approved Agreement gives substantial
4 support to the Agreement and all terms and allocations therein being fair, reasonable, and adequate.
5 Only two Class Members opted out of the settlement and there were zero objections to the Agreement.
6 See Declaration of Katherine Rovertoni (“Decl. Rovertoni”), ¶¶ 16-17. It is well within the discretion of
7 this Court to grant final approval of the Agreement as it satisfies all applicable criteria for final
8 settlement approval under California law. Accordingly, Plaintiffs request that the Court: (1) certify the
9 settlement class; (2) grant final approval of the Agreement; (3) find that the procedures used to notify
10 Class Members complied with due process; (4) grant Plaintiff’s request for attorney’s fees and costs, the
11 Enhancement payment to the Class Representative, and Claims Administrator Costs; and (5) approve
12 and adopt the proposed order granting final approval, which is filed concurrently herewith.

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 into one lawsuit. Accordingly, Plaintiff Michael Johnson dismissed his lawsuit without prejudice and
18 Plaintiff Kali Bates filed a First Amended Complaint to add Michael Johnson as a named plaintiff and
19 include a cause of action under the PAGA after exhausting administrative remedies. On July 31, 2024,
20 Plaintiffs filed a Second Amended Complaint which includes additional allegations from Plaintiff
21 Michael Johnson’s original lawsuit, includes the additional Labor Code sections from Plaintiff Michael
22 Johnson’s amended PAGA letter in the PAGA cause of action, and matches the scope of the resolution
23 reached by Plaintiffs and Defendant at mediation. The operative complaint alleges the following causes
24 of action: (1) unfair competition in violation of California Business and Professions Code sections
25 17200, *et seq.*; (2) failure to provide accurate, itemized wage statements in violation of Labor Code
26 section 226; (3) failure to pay minimum wages owed in violation of Labor Code sections 1194, 1194.2,
27 and 1197; (4) failure to provide meal and rest periods in violation of Labor Code sections 226.7, 512,
28 and 516; (5) failure to pay all wages owed upon termination in violation of Labor Code sections 201-

203; (6) failure to pay overtime in violation of Labor Code sections 204, 510, 558, 1194, and 1198; (7) failure to reimburse necessary business expenses in violation of Labor Code section 2802 and 2804; (8) failure to timely pay wages during employment in violation of Labor Code section 201.3; and (9) violations of Labor Code section 2698 *et seq.* Plaintiffs exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c); Decl. Rodriguez, ¶ 4; Decl. Del Castillo, ¶¶ 2-3; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 5.

III. INVESTIGATION AND DISCOVERY CONDUCTED

Plaintiffs thoroughly investigated issues affecting certification, the merits, and potential damages for such claims. *See id.* at ¶¶ 3, 7-11; Decl. Del Castillo, ¶¶ 4-5; Decl. Bates, ¶¶ 3-6; Decl. Johnson, ¶¶ 3, 5-6. Plaintiffs worked during the time all of Defendant's policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Bates, ¶ 2; Decl. Johnson, ¶ 2. The Parties engaged in informal discovery and exchange of documents, including a representative sampling of employee data, such as 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. Rodriguez, ¶ 8. 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 ¶ 9. 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.*

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 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 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. Participating Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class Members Settlement Amount. *See id.* at ¶¶ 1.28, 4.2, 5.8.2, 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. Apex Class Action (“Apex”) was selected, and approved by the Court, to act as the Claims Administrator. As noted in the Declaration of Brittany V. Berzin in Support of Preliminary Approval (“Berzin PAM Decl.”), ¶ 22, n.3, the Parties expected the cost of notice and claims administration to increase due to the added cost of print media publication notice, which was not included in the original \$15,300 quote. An interactive website where Class Members could view the Notice of Settlement, motion for preliminary approval, the Agreement, and submit Claim Forms was also added to the scope of work bolster efforts to provide notice to the class. The increased cost of the

administration is still below the \$25,000 amount allocated, which was stated in the Notice of Settlement provided to Class Members. The final cost of administration is \$20,200. *See* Decl. Rovertoni, ¶ 22.

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 Participating Aggrieved Employees. *See id.* at ¶¶ 5.5, 5.8. 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. Rodriguez, ¶¶ 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, *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 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *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 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012)

(approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

6. The Parties agree that up to Thirty Five Percent (35%) of the Gross Settlement Amount (\$61,250) will be paid for Plaintiffs' attorneys' fees incurred in the litigation of this case. Defendant will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2. Additionally, the Parties agree that Plaintiffs will be entitled to the actual litigation costs as approved by the Court, which are \$17,295.28. *See* Exhibit D (Plaintiffs' Counsel's Itemized Costs).

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

8. Class Members who fail to timely opt-out of this settlement will waive all Released Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.18, 1.28, 1.33, 6.1. Aggrieved Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether they opt out of being a Class Member. *See id.* at ¶¶ 1.18, 1.34, 6.2, 7.5.1.

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

1 including providing representation for employees in wage claims before the California Labor
2 Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 31-41; Decl. Del Castillo, ¶¶ 20-21.

3 **c. Allocation of Settlement Funds**

4 Payment to Participating Class Members and Participating Aggrieved Employees will require the
5 submission of a Claim Form. It is important to note, however, that there is **no reversion** under the
6 settlement. The Claim Form process was utilized because MVP has effectively ceased operations and
7 the Parties did not have complete contact information for all Class Members or any social security
8 numbers required to process payments and tax reporting under the Settlement. *See* Decl. Rodriguez, ¶¶
9 12-14. MVP, is not represented and has not participated in this litigation for an extended period of time.
10 *See id.* at ¶ 13. MVP was non-responsive to attempts to reach them after preliminary approval. *See id.*
11 However, it cannot be the case that a defendant can thwart a reasonable settlement, or a class action in
12 general, just by ignoring it and refusing to participate. Thus, the Parties crafted the Agreement in a way
13 that provides a practical means of administering the settlement notwithstanding the non-compliance.
14 *See id.* at ¶ 12-14. The notice and claims-made process outlined in the Agreement work in tandem and
15 provide a necessary supplement to the known information about Class Members to make sure due
16 process is given. *See* Exhibit A, ¶ 7.3. This is a typical process approved by courts where relevant
17 information necessary to administer a settlement is unknown. *See, e.g., Laffitte v. Robert Half Internat.*
18 *Inc.*, 1 Cal.5th 480, 486, 503 (2016) (California Supreme Court upheld approval of claims made
19 settlement: “The settlement agreement in this case provided for a true common fund fixed at \$19
20 million, without any reversion to defendant and with all settlement proceeds, net of specified fees and
21 costs, going to pay claims by class members.” (internal citation omitted)); *Munoz v. BCI Coca-Cola*
22 *Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 401, 403 (2010) (affirming trial court’s order
23 approving wage and hour class action settlement with claim form process); *Wershba v. Apple Computer,*
24 *Inc.*, 91 Cal.App.4th 224 (2001) (affirming class action settlement where settlement notice included
25 claim form and notice by publication); *Shames v. Hertz Corp.*, 2012 WL 5392159, at *9 (S.D. Cal. Nov.
26 5, 2012) (“[T]here is nothing inherently objectionable with a claims-submission process, as class action
27 settlements often include this process, and courts routinely approve claimsmade [sic] settlements.”);
28 *Dennis v. Kellogg Co.*, 2010 WL 4285011, *6 (S.D. Cal. 2010) (“The proposed method of notice is

1 reasonable. Defendant will provide notice to the class after preliminary approval of the proposed
2 settlement. Because Defendant does not sell directly to consumers, there is no way to identify class
3 members directly. Therefore, Defendant will publish a Publication Notice in targeted sources based on
4 market research about consumers who purchased the products”) (*reversed and remanded on other*
5 *grounds*); *In re Tableware Antitrust Litigation*, 484 F.Supp.2d 1078, 1080 (N.D. Cal. 2007) (“Because
6 defendants do not have a list of potential class members, the court agrees with plaintiffs that notice by
7 publication is the only reasonable method of informing class members of the pending class action and
8 the Lenox settlement”).

9 Additionally, it is important to note that, despite the claims-made process, 100% of the Net
10 Settlement Amount will still be distributed to Participating Class Members just like what was approved
11 in *Laffitte* and *Munoz*. See Exhibit A, ¶¶ 1.29, 5.8.1. A Net Settlement Amount will be determined by
12 subtracting from the Gross Settlement Amount any attorneys’ fees and costs, Enhancement Payment to
13 the Class Representatives, Claims Administrator Costs, PAGA Payment that are approved and/or
14 awarded by the Court. Each Class Member’s share will be determined by dividing their total weeks
15 worked within the Class Period by the total weeks worked by all Class Members within the Class
16 Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class
17 Member’s individual share of the Net Settlement Amount. However, regardless of the claims
18 submission rate, Defendant shall be obligated to pay a minimum of 100% of the Net Settlement Amount.
19 If less than 100% of the Net Settlement Amount is claimed by Participating Class Members, the
20 Participating Class Members will have their Claim Amount increased, pro rata, until 100% of the Net
21 Settlement Amount is distributed. See *id.* at ¶¶ 5.8-5.8.1. Each Aggrieved Employee’s share of the 25%
22 portion of the PAGA Payment will be determined by dividing their total weeks worked within the
23 PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim
24 Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the
25 Aggrieved Employee’s individual share. See *id.* at ¶¶ 5.8, 5.8.2. Again, regardless of the claims
26 submission rate, Defendant shall be obligated to pay a minimum of 100% of the 25% portion of the
27 PAGA Payment. If less than 100% is claimed by Participating Aggrieved Employees, the Participating
28

Aggrieved Employees will have their Claim Amount increased, pro rata, until 100% of the 25% portion of the PAGA Payment is distributed. *See id.* at ¶¶ 5.8, 5.8.2.

**V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE
SUBSEQUENT CLASS ACTION ADMINISTRATION**

The Agreement was preliminarily approved by the Court on August 26, 2024. To comply with Class Members' due process rights, the parties enlisted an exhaustive method to ensure the best practical means possible was used to provide notice to the class. Defendant provided all available contact information it had for Class Members to the Claims Administrator, who then performed searches to find as many complete and updated mailing addresses as possible. *See Decl. Rovertoni*, ¶¶ 5-6, 8. Out of the total 1,687 Class Members, the Claims Administrator was able to obtain 369 mailing addresses and 587 valid email addresses that the Notice of Settlement and Claim Form could be sent to. *See id.* at ¶ 9. MVP did not provide any contact information for Class Members and has remained non-responsive to attempts to contact it. *See id.* at ¶ 7; *Decl. Rodriguez*, ¶ 13. On September 23, 2024, the Notice of Settlement and Claim Form was mailed in English and Spanish to all 369 individuals that the Claims Administrator had addresses for and emailed to all 587 individuals the Claims Administrator had valid email addresses for. *See Decl. Rovertoni* ¶ 9. Notice was also published in several print media outlets across California where Class Members performed work and an interactive website was created where Class Members could obtain information regarding the case, the Settlement, and submit Claim Forms. *See id.* at ¶¶ 7, 10-11. If the mailings were returned as undeliverable, further investigation was performed and they were re-mailed using any updated information. *See id.* at ¶¶ 13-15. Of the 369 Notice Packets mailed, only 27 were undeliverable after use of these methods. *See id.* at ¶¶ 15. A reminder mailing and email was sent to Class Members who had not yet submitted a Claim Form on November 13, 2024. *See id.* at ¶ 12. The Parties have agreed to accept as timely any further Claim Forms that may be submitted by the final approval hearing. *See Decl. Rodriguez*, ¶ 14.

The Notice of Settlement included information regarding the requested attorneys' fees, costs, Enhancement Payments, the PAGA Payment, Claims Administrator Costs, and tax allocations. *See Exh. A to Decl. Rovertoni*. To date, there have been 93 Claim Forms submitted, representing 607 out of the total 5,023 workweeks for all Class Members, which is approximately 12.1% of all workweeks. The

1 average distribution to Participating Class Members is approximately \$497.36 and the highest
2 distribution is \$7,764.42. *See* Decl. Rovertoni, ¶¶ 19-20. No objections to the preliminarily approved
3 settlement have been made and only two Class Members opted out. *See id.* at ¶¶ 16-17.

4 It is not required that Class Members be given actual notice of a class settlement; instead, the
5 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
6 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
7 *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991, *12-14 (N.D. Cal. 2017); *Wright v.*
8 *Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir.
9 1994), the Court rejected a class member's argument that he had not received due process because he
10 did not receive notice until after the opt out period, finding that, so long as the notice process utilized is
11 the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of
12 the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
13 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any undeliverable notice in this case, the Court in
14 *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not receive
15 actual notice due to their mailings being deemed undeliverable were still properly held to be part of the
16 class settlement because they received the best notice practicable under the circumstances. *See Rannis*
17 *v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019), the
18 California Supreme Court noted that California has adopted a similar approach regarding providing
19 notice to class members. The notice method in *Rannis* is similar to that used in the present case. For
20 example, the notice contains all information necessary for a Class Member to assess the litigation, the
21 settlement, and whether they wanted to participate, object, or opt-out. *See* Exh. A to Decl. Rovertoni.
22 The Claims Administrator utilized a national change of address database, forwarding notices, and skip
23 tracing to ensure that all reasonable means were exhausted in attempting to provide Class Members
24 notice of this settlement. *See* Decl. Rovertoni, ¶¶ 5, 8, 13. Additionally, the entire motion for
25 preliminary approval, the Notice, and all filings in this matter were available, free of charge, on a web
26 page accessible to all Class Members. *See* Exh. A to Decl. Rovertoni, pg. 5. The direct mailing, email,
27 publication notice, reminder mailing, reminder email, and an interactive settlement website provided the
28

best practicable notice to reach as many Class Members as reasonably possible given the Class Member information available. Thus, the notice procedures utilized here to satisfy due process.

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

A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court’s sound discretion. See Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 234-35 (2001); see also Cal. Lab. Code §§ 2699(l)(2). However, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); see also *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. See *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-1118 (2009); *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 581 (2010); see also *Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

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

The purpose of the Court’s final evaluation of a proposed class action settlement is to determine only whether it is within the range of reasonableness. See *Wershba*, 91 Cal. App. 4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant final approval of the class action settlement. See, e.g., *North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate

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 include the strength of the plaintiff’s case, the risk, expense, complexity and likely duration of further
2 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
3 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
4 presence of a governmental participant, and the reaction of the class members to the proposed
5 settlement. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). However, this Court
6 should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of
7 fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation
8 and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced
9 in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802; *see also In re Heritage*
10 *Bond Litig.*, 2005 WL 1594403, *10 (C.D. Cal. 2005) (“It is established that the absence of a large
11 number of objectors to a proposed class action settlement raises a strong presumption that the terms of a
12 proposed class settlement action are favorable to the class members”).

13 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**
14 **Negotiations Between the Parties**

15 Settlement of this case was reached only after substantial litigation and extensive arm’s length
16 negotiations lasting nearly over one year, which included a full day mediation. *See Decl. Rodriguez*, ¶
17 9. At all times, the negotiations were adversarial, although still professional in nature. *See id.*

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

20 The Parties were in possession of all necessary information during the negotiations and prior to
21 calculating any damages. The Parties engaged in informal discovery, which included all necessary
22 components for evaluating the class claims and creating an accurate damages model. *See id.* at ¶¶ 7-11.
23 As a result, Plaintiffs were able to make a reasonable estimation of Defendant’s potential liability where
24 “the parties certainly have a clear view of the strengths and weaknesses of their cases” sufficient to
25 support the settlement. *See Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 617 (N.D. Cal. 1979).

26 **iii. Plaintiffs’ Counsel are Experienced in Similar Litigation**

27 Plaintiffs’ counsel have considerable experience in complex litigation such as class and PAGA
28 actions and are qualified to evaluate the claims, the value of settlement versus moving forward with

litigation, and viability of possible affirmative defenses. *See* Decl. Rodriguez, ¶¶ 16-24; Decl. Del Castillo, ¶¶ 6-14. Plaintiffs’ counsel believe that the Agreement is fair, reasonable, and adequate. *See* Decl. Rodriguez, ¶ 11; Decl. Del Castillo, ¶ 15.

iv. No Clas Members Objected And Only Two Opted Out

The reaction by Class Members to the Agreement, and all the terms and allocations stated therein, have been positive. Zero Class Members objected to any aspect of the Agreement and only two have opted out. *See* Decl. Rovertoni, ¶¶ 16-17. This provides strong evidence that the settlement is fair, reasonable, and adequate. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *10 (“It is established that the absence of a large number of objectors to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members”); *Nat’l Rural Telecommunications Coop, v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (“The unanimous, positive reaction to the Proposed Settlement is compelling evidence that the Proposed Settlement is fair, just, reasonable, and adequate”).

v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiffs’ Case and the Risks and Costs of Further Litigation

Plaintiffs’ claims and the ability to obtain and maintain certification all the way through trial were heavily disputed by Defendant. *See* Decl. Rodriguez, ¶¶ 6-11. Based on the records and facts of this case, Plaintiff has secured a gross recovery of approximately 3.7% of the maximum value of the claims in this matter and 51.2% of the more realistic range of recovery. *See* Decl. Rodriguez, ¶¶ 10-11. The net recovery represents approximately 0.87% of the maximum value of the claims in this matter and between 12.1% of the more realistic range of recovery. The average net award for Participating Class Members is approximately \$497.36 and the highest distribution is \$7,764.42. *See* Decl. Rovertoni, ¶ 17. This settlement is a reasonable compromise of the class and PAGA claims, and is within the percentile ranges of the total available damages that have been approved in other class settlements. *See Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than median

percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017) (approving a settlement where the net recovery to class members was approximately 7.5% of the projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v. David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. June 11, 2012) (“Class Members will receive an average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees requested”), *report and recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL 1119534, *7 (S.D. Cal. 2012) (“the results achieved in this case were very favorable. Class members are provided with immediate monetary relief, with an average award of around several hundred dollars and a minimum award of \$50”).

A settlement agreement may also provide for a claims made and reversion procedure so long as the settlement, as a whole, is still fair, reasonable, and adequate. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 721 (2006); *Cundiff v. Verizon California, Inc.*, 167 Cal.App.4th 718, 728 (2008). For the reasons stated above, the claims made procedure was necessary and appropriately balances the relevant interests in this case. *See Decl. Rodriguez*, ¶¶ 12-14.

vi. The Proposed Settlement is a Reasonable Compromise of Claims

In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional information be presented in class action settlements “to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure without taking into

1 account the actual risks of litigation such as dispositive motions and trial. *Kullar* also does not require
2 an explicit statement of the maximum amount to be recovered if a plaintiff prevailed on all the claims,
3 provided there is a record that allows “an understanding of the amount that is in controversy and the
4 realistic range of outcomes of the litigation.” *Id.* at 409.

5 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
6 data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 7-11. The record demonstrates
7 that the compromises made by Plaintiffs were reasonable and have resulted in a settlement with recovery
8 percentage well within the range of what has been found to be sufficient in several other cases. *See*,
9 *supra*, Section VI.a.v; *see also* *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998)
10 (“The fact that a proposed settlement may only amount to a fraction of the potential recovery does not,
11 in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved”);
12 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no reason, at least in
13 theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a
14 single percent of the potential recovery”).

15 **b. Certification of the Class is Appropriate**

16 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
17 defined community of interest in the questions of law and fact involved affecting the parties to be
18 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
19 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
20 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
21 Here, the Court conditionally certified the settlement class at preliminary approval, and nothing has
22 happened in the interim that would warrant changing that decision. *See* *Garcia v. City of King City*, 2017
23 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4 (N.D.
24 Cal. 2017). The Parties agree that the class should be certified for settlement purposes. *See* Exhibit A.

25 **VII. THE AMOUNTS REQUESTED FOR ATTORNEYS’ FEES AND COSTS,**
26 **ENHANCEMENT PAYMENTS TO THE CLASS REPRESENTATIVES, AND CLAIMS**
27 **ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE APPROVED**

28 The Notice of Settlement sent to Class Members specifically identified the allocations for
attorney’s fees and costs, the Enhancement Payments, and Claims Administrator Costs. *See* Exh. A to

Decl. Rovertoni. The reaction of Class Members to these requested amounts provides useful evidence of whether they are reasonable. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (“The absence of objections or disapproval by class members to Class Counsel’s fee request further supports finding the fee request reasonable”). As noted above, there were no objections raised to the Agreement or any term or allocation therein whatsoever. *See Decl. Rovertoni*, ¶ 17. In addition to Class Members’ reactions supporting the requested amount, the facts and applicable case law also support awarding these amounts in full.

An award of attorney’s fees should include compensation for all hours reasonable spent. *See Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2201); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983) (finding hours are reasonable spent if they are the kind normally billed to a fee-paying client). California has not adopted any “benchmark” percentage utilized by several federal courts. *See Emmons v. Quest Diagnostics Clinical Lab’ys, Inc.*, 2017 WL 749018, *7 (E.D. Cal. 2017) (“Notably, while the California Supreme Court recognized the Ninth Circuit’s 25 percent benchmark for percentage awards in common fund cases, it did not adopt such a benchmark for California cases”)/ Instead, “[t]he benchmark in determining attorneys fees is reasonableness.” *Karton v. Ari Design & Const., Inc.*, 61 Cal.App.5th 734, 744 (2021).

a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee

An award of attorney’s fees under the common fund doctrine is appropriate in this case as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be accurately traced to the settlement Plaintiffs and Class Counsel were able to 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 Laffite v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulity*, 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 requested fee, 35% of the common fund is within ranges awarded in other cases. *See Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, *22-23 (S.D. Cal. 2011) (collecting cases); *Birch v. Office Depot, Inc.*,

1 USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee on a \$16 million wage
2 and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern District, Case No.
3 05cv1359 BTM (JMA) (awarding a 40% fee on a \$3.75 million wage and hour class action settlement).

4 To the extent there may be some Courts that have granted fees at a percentage less than 35%,
5 that does not justify an arbitrary cap on Class Counsel’s fees in this case. First, in many instances, the
6 treatises or cases discussing these percentages are relying on federal decisions guided by a “benchmark”
7 percentage of 25% that has not been adopted by the California Supreme Court. *See Emmons*, 2017 WL
8 749018, *7. This artificially lowers the average percentage of fees awarded. Second, many of the same
9 decisions and treatises refer to cases that have a substantial gross settlement fund to begin with, which
10 will generally correspond to a lower percentage of fees being deemed reasonable. *See Vizcaino v.*
11 *Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002) (compiling an appendix of class settlements with
12 gross settlement funds of \$53 million to \$193 million and a range of 2.8% to 40% in awarded attorney’s
13 fees, averaging approximately 22%). Rather than acting as a cap on any fee, the percentages applied in
14 cases are a tool to cross check the reasonableness of the fee just as the lodestar method is a tool to cross
15 check the reasonableness of the requested percentage. *See Karton*, 61 Cal.App.5th at 744; *Vizcaino*, 290
16 F.3d at 1048 (“courts cannot rationally apply any particular percentage – whether 13.6 percent, 25
17 percent or any other number – in abstract, without reference to all the circumstances of the case”).

18 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the
19 cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of
20 attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at
21 1133; *See also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind
22 normally billed to a fee-paying client). After monitoring the disbursement of all funds and reporting to
23 the Court at any compliance hearing(s), Class Counsel will have spent approximately 365.75 hours
24 performing tasks that would normally be billed to any fee-paying client in complex litigation. *See Decl.*
25 *Rodriguez*, ¶ 26; *Decl. Del Castillo*, ¶ 17; Exhibit F; *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th
26 691, 699 (2014) (“Because time records are not required under California Law . . . , there is no required
27 level of detail that counsel must achieve.”) (internal quotations omitted). At the prevailing market rates
28 for Class Counsel’s level of experience and this type of complex litigation, this equates to a lodestar of

1 approximately \$200,880. *See* Decl. Rodriguez, ¶¶ 26-27; Decl. Del Castillo, ¶¶ 17-18; *Children’s Hosp.*
2 *and Med. Ctr. V. Bonta*, 97 Cal.App.4th 740, 746 (2002) (noting rates were reasonable where they were
3 “within the range of reasonable rates charged by and judicially awarded comparable attorneys for
4 comparable work.”). For these reasons, the Court should grant Class Counsel’s fee request. *See* Decl.
5 Rodriguez, ¶¶ 26-27; Decl. Del Castillo, ¶¶ 17-18.

6 **b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**
7 **Obtained**

8 The appropriate analysis in determining whether particular costs are compensable is whether they
9 are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*
10 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees
11 those out-of pocket expenses that ‘would normally be charged to a fee paying client’”); *Abrams v.*
12 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8
13 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seek
14 reimbursement here are categories normally charged to hourly clients and, therefore, should be
15 reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 25; Decl. Del Castillo, ¶ 16; Exhibit D
16 (total of \$17,295.28 in costs for Class Counsel combined).

17 **c. Class Counsel’s Request for an Enhancement Payment to the Class Representative Is**
18 **Justified In Light of The Results Achieved for the Class**

19 A service payment to a named plaintiff is intended to recognize their time and effort on behalf of
20 the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the
21 services they provide and the risks they incurred during the course of the class action litigation. *See*
22 *Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court approved
23 incentive awards of \$300,000.00 to each named Plaintiff in recognition of the services they provided to
24 the class by responding to discovery, participating in the mediation process, and taking the risk of
25 stepping forward on behalf of the class. *See id.* at 694; *see also Van Vranken v. Atlantic Richfield Co.*,
26 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00 participation award); *Cellphone Termination*
27 *Fee Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4) named
28 plaintiffs).

1 To date, Plaintiffs have spent approximately 60-75 hours for Michael Johnson and 20 hours for
2 Kali Bates respectively, providing substantial support in helping to secure payment to Class Members.
3 See Decl. Johnson, ¶¶ 5-8; Decl. Bates ¶¶ 4-8. Plaintiffs provided and explained a substantial number
4 of documents critical to helping establish important facts central to this case and participated in
5 substantial amount of informal discovery. See *id.* Payment of \$10,000.00 to each Plaintiff is
6 appropriate given the risk, assistance, time required, and burden experienced in bringing and resolving
7 this case, especially since the amount was identified in the Notice of Settlement and no objections to it
8 have been received. See *West v. Circle K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558, *7-*8, *12, *27
9 (E.D. Cal. 2006) (awarding a \$15,000 representative enhancement where 10,000 class members were to
10 receive a gross award of approximately \$500 each from \$5,000,000 settlement); *Dent v. ITC Serv.*
11 *Croup*, 2013 U.S. Dist. LEXIS 139359, *9-*10, *15-*16 (D. Nev. 2013) (awarding a \$15,000
12 representative enhancement out of a \$150,000 settlement for approximately 530 class members).

13 **d. The Court Should Approve the Payment of Claims Administrator Costs**

14 Since being preliminarily approved as the Claims Administrator, Apex Class Action, has carried
15 out its duties as set forth in the Court's order and the Agreement. See generally See Decl. Rovertoni.
16 Under the Agreement, a maximum of \$25,000 was set aside for potential Claims Administrator Costs.
17 Apex Class Action's final costs are \$20,200, less than the potential amount Class Members were given
18 notice of. Plaintiffs request that the Court approve payment to the Claims Administrator in the amount
19 of \$25,000 to compensate it for the costs of administration as part of the final order approving the
20 Settlement.

21 **VIII. CONCLUSION**

22 For all of the foregoing reasons, Plaintiffs respectfully request that this Court certify the class for
23 settlement purposes; grant final approval of the proposed settlement, including the Enhancement
24 Payment, the payment to the LWDA under PAGA, payment of Claims Administrator Costs, and Class
25 Counsel's application for reasonable attorneys' fees and costs; find that the Notice of Settlement, Claim
26 Form, and administration process satisfied Class Members' due process rights; and approve the
27 proposed order submitted concurrently herewith.
28

Dated: December 16, 2024

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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

Defendants.

Case No. 34-2022-00317653

*Assigned for All Purposes to Hon. Jill Talley,
Department 23*

CLASS ACTION

**DECLARATION OF JUSTIN P.
RODRIGUEZ IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

Trial Date: None Set

1 I, Justin P. Rodriguez, 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 Final 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. Pursuant to Rule 2.99.05 of the Local Rules for the Superior Court of California, County
9 of Sacramento, I have reviewed the Court’s class action and PAGA settlement checklist and believe I
10 have prepared the moving papers in compliance with the checklist as well as the California Rules of
11 Court.

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

23 4. Plaintiffs are the only named class representatives in this matter. From Class Counsel’s
24 initial investigations of Plaintiffs’ claims and documents, we believed these claims had merit and could
25 be maintained as a class action. Plaintiff Kali Bates filed this class action on April 1, 2022, against
26 Defendant and MVP Event Productions, LLC (“MVP”). On May 18, 2022, Plaintiff Michael Johnson
27 filed a class action against the same defendants alleging the same or similar claims. Thereafter,
28 Plaintiffs agreed to consolidate their claims against the defendants in one lawsuit. Accordingly,

1 Plaintiff Michael Johnson dismissed his lawsuit without prejudice and Plaintiff Kali Bates filed a First
2 Amended Complaint to add Michael Johnson as a named plaintiff and include a cause of action under
3 the PAGA after exhausting administrative remedies. Plaintiffs exhausted administrative remedies
4 through the Labor and Workforce Development Agency (“LWDA”) prior to the First Amended
5 Complaint being filed. On March 23, 2022, Plaintiff Kali Bates sent notice to the LWDA setting forth
6 the facts and theories of liability. On May 12, 2022, Plaintiff Michael Johnson sent notice to the
7 LWDA setting forth the facts and theories of liability. On October 27, 2023, Plaintiff Michael Johnson
8 sent an amended notice to the LWDA to include additional Labor Code sections Plaintiffs contend were
9 violated. True and correct copies of the operative notices filed with the LWDA are being filed with this
10 Motion as Exhibit C. Copies of the notices were sent to Defendant via certified mail and the \$75.00
11 filing fee was remitted to the LWDA. To date, there has been no response by the LWDA regarding its
12 intent to investigate the claims alleged in Plaintiffs’ notices. As such, Plaintiffs became authorized to
13 commence a civil action under the PAGA. The First Amended Complaint adding the PAGA cause of
14 action was filed on October 25, 2022. As part of the Preliminary Approval Motion, Plaintiffs requested
15 to file a Second Amended Complaint. This Court approved Plaintiffs’ request and Plaintiffs filed the
16 Second Amended Complaint filed on July 31, 2024. A true and correct copy of the Second Amended
17 Complaint is being filed with this Motion as Exhibit B. A copy of the Second Amended Complaint
18 was uploaded to the LWDA on August 1, 2024, after we received an endorsed copy back from Court.
19 The Second Amended Complaint includes additional allegations from Plaintiff Michael Johnson’s
20 original lawsuit, includes the additional Labor Code sections from Plaintiff Michael Johnson’s
21 amended PAGA letter in the PAGA cause of action, and matches the scope of the resolution reached by
22 Plaintiffs and Defendant at mediation.

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

24 6. Defendant is represented in this matter by K&L Gates LLP. From the beginning,
25 Defendant has contested that it employed Class Members as a joint employer of MVP, the merits of this
26 case, the suitability of the case for class action or representative treatment, the manageability of the
27 case at trial, and Plaintiffs’ ability to prove a violation in each pay period for each employee among
28 other defenses and contentions they made challenging the propriety of this action. Defendant further

1 contended, even assuming there was a finding supporting the imposition of PAGA penalties, that the
2 Court would likely exercise its discretion to substantially reduce any such penalties owed based on
3 evidence of good faith attempts to comply with California Labor Code obligations by Defendant and
4 Defendant's contention that it did not employ Class Members. Also, Defendant has contended that this
5 matter is not appropriate for class certification outside of this proposed class settlement.

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

23 8. My office, including my partner Galen T. Shimoda, my former associate Brittany V.
24 Berzin, my associate Renald Konini, our paralegal, and myself, along with Plaintiffs' assistance,
25 thoroughly investigated the merits of the claims and potential damages for such claims. Plaintiffs
26 provided documents and obtained their personnel files and time and pay records from MVP Event
27 Productions, LLC. In addition, Plaintiffs and Defendant engaged in informal discovery and exchange of
28 documents, including a representative sampling of employee timecard data, Class Members' workweeks

1 during the claim period, and a Temporary Staffing Services Agreement Defendant had with MVP. The
2 informal discovery covered all aspects of the asserted claims, including certification issues, merits
3 issues, damages, the content of the wage and hour policies at issue, issues relating to manageability
4 concerns at trial, among other relevant areas. From this production, we were able to determine
5 information for a reliable damages analysis such as the average daily hours worked, an estimated
6 average hourly rate, the number of workweeks and pay periods that had potential violations based on the
7 asserted claims, the frequency with which violations occurred in a given week and/or pay period, and the
8 number of former employees. This information allowed my office to assess both liability and damages
9 and create an accurate damages model. Plaintiffs assisted in all aspects of this litigation including
10 providing factual information relating to Plaintiffs' and Class Members' employment conditions,
11 providing a substantial number of documents, and answering questions regarding Defendant's factual
12 contentions in this matter. This was important because it directly related to our ability to maintain this
13 case as a class action and our ability to obtain a favorable settlement for the class.

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

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

- 24 a) Minimum Wages: This claim is based on allegations that Class Members were not paid
25 at least minimum wages for all hours worked due to time automatically being deducted
26 from Class Members' hours worked for some meal periods that were not taken, time
27 Class Members were required to be on work premises without being compensated (*e.g.*,
28 time spent walking to the ultimate work location onsite after arriving on work premises

1 and signing in, occasionally Class Members would report to work for events and after
2 arriving were told they weren't needed to work the event, and payments being made to
3 Class Members at less than the State's applicable minimum wage for some hours
4 worked. At the time of mediation, the maximum possible damages for this claim based
5 on time and pay records and information provided by Plaintiffs was \$103,277, including
6 interest on unpaid wages and a calculation for overtime wages based on approximately
7 26.5% of the unpaid time being attributable to overtime worked (as discussed below).
8 This amount was calculated based on an estimate that in the aggregate Class Members
9 were underpaid by approximately one (1) hour each week they worked. The 1,687 Class
10 Members worked a relatively small number of workweeks during the Class Period
11 (5,023) because many of them were temporary employees who only worked a few shifts.
12 This amount does not take into account any potential risks with respect to Plaintiffs
13 proving the merits or damages. Defendant contends it was not a joint employer with
14 MVP Event Productions, LLC and merely contracted with them for staffing. Defendant
15 further contends that it has a good faith defense to this claim because MVP Event
16 Productions, LLC provided instructions to Class Members regarding arriving at the
17 worksite and Defendant did not have knowledge of the hourly rates ultimately paid to
18 Class Members by MVP or whether MVP Event Productions, LLC deducted time from
19 Class Members' hours worked during the payroll process. In order to be liable for off-
20 the-clock work, an employer must know or have reason to know it was occurring.
21 *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051 (2012). If there was a finding
22 that Defendant's good faith defense has merit, which is a light burden, then no liquidated
23 damages could be recovered for this claim. See Labor Code § 1194.2(b). Taking these
24 factors into account, a more realistic range of recovery for this claim is \$0 to \$51,638.50
25 (reduced by 50% for risk associated with proving Defendant's liability on this claim).
26 b) Overtime Wages: This claim is based on allegations that Class Members were not paid
27 for all hours worked due to time automatically being deducted from Class Members'
28 hours worked for some meal periods that were not taken and time Class Members were

1 required to be on work premises without being compensated (*e.g.*, time spent walking to
2 the ultimate work location onsite after arriving on work premises and signing in, which
3 resulted in off-the-clock time that should have been paid as overtime wages. This claim
4 is also based on allegations that bonuses were paid to Class Members that were not
5 incorporated into the regular rates of pay for the purpose of paying overtime wages. The
6 regular rate of pay claim was included based on a document provided by Michael
7 Johnson that suggested Class Members as new employees were eligible to receive
8 bonuses for completing 4 shifts. However, after reviewing records Class Counsel did
9 not identify any instances of bonuses being paid. As a result, no amount is included in
10 this damage calculation for the regular rate of pay issue¹. At the time of mediation, the
11 maximum possible damages for this claim were determined based on time and pay
12 records and information provided by Plaintiffs. It was determined based on the records
13 that approximately 26.5% of off-the-clock work alleged would have been overtime
14 hours. The amount stated above, \$103,277 includes an amount for unpaid overtime
15 wages. The calculation does not take into account any potential risks with respect to
16 Plaintiffs proving the merits or damages. Defendant contends it was not a joint
17 employer with MVP Event Productions, LLC and merely contracted with them for
18 staffing. Defendant further contends that it did not know or have reason to know about
19 the off-the-clock work because MVP Event Productions, LLC provided instructions to
20 Class Members regarding arriving at the worksite and Defendant did not have
21 knowledge of whether MVP Event Productions, LLC deducted time from Class
22 Members' hours worked during the payroll process. In order to be liable for off-the-
23 clock work, an employer must know or have reason to know it was occurring. *Brinker*
24 *Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051 (2012). Taking these factors into
25 account, the more realistic range of recovery for this claim is as stated above.
26
27

28 ¹ 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 c) Meal and Rest Periods: These claims are based on allegations that Class Members
2 received late lunches, lunches shorter than 30 minutes in length, did not receive all
3 second lunches for shifts longer than 10 hours, and did not receive rest breaks. At the
4 time of mediation, the maximum possible damages for these claims based on time
5 records and information provided by Plaintiffs was \$129,995, including interest
6 (\$109,091 for rest break claims and \$20,904 for meal period claims). These amounts
7 were calculated based on the violation rate found in the sample of time records for the
8 meal period claim and based on an estimate that there was a 100% violation rate for the
9 rest break claim. These amounts do not take into account any potential risks with
10 respect to Plaintiffs proving the merits or damages. Defendant contends it was not a
11 joint employer with MVP Event Productions, LLC and merely contracted with them for
12 staffing. Defendant contends MVP Event Productions, LLC was responsible for
13 providing meal and rest break policies to Class Members and that it was not responsible
14 for policing Class Members' breaks to ensure compliance with MVP Event Productions,
15 LLC's policies. Plaintiffs contend Defendant was a joint employer because there is
16 evidence Class Members were supervised and instructed by Defendant's management
17 and supervisors at the worksite, Defendant controlled what Class Members wore, where
18 they entered and exited the facility, which jobs they would perform, when they would be
19 released from a shift, and how they performed their assigned tasks. Defendant disputes
20 these facts. Defendant contends that even if it would have some information about
21 whether Class Members received breaks, it did not have knowledge regarding whether
22 MVP Event Productions, LLC paid premiums to Class Members for missed meal or rest
23 periods. Taking these factors into account, a more realistic range of recovery for this
24 claim is \$0 to 84,496.75 (reduced by 35% for risk associated with proving Defendant's
25 liability on this claim). This risk reduction is lower for these claims because
26 Defendant's management employees would have at least had knowledge of whether
27 Class Members were getting meal and rest periods because they were working together
28 on shifts.

- 1 d) Reimbursement: This claim is based on allegations that Class Members were required to
2 download a mobile app on their personal cellphones to request jobs, review schedules,
3 and get ratings. Class Members were also required to confirm their shifts by text
4 message and MVP Event Productions, LLC regularly communicated with employees by
5 text. In addition, there were occasions when Class Members were required to drive
6 between different work locations using their personal vehicles. Class Members were not
7 reimbursed for their cellphone use or mileage. At the time of mediation, the maximum
8 possible damages for this claim based on information provided by Plaintiffs was
9 \$73,841, including interest. This amount was calculated based on an estimate that Class
10 Members would be owed approximately \$20 per month for reimbursement for cellphone
11 use and occasional mileage. This amount does not take into account any potential risks
12 with respect to Plaintiffs proving the merits or damages. Defendant contends it was not
13 a joint employer with MVP Event Productions, LLC and merely contracted with them
14 for staffing. Defendant contends that MVP Event Productions, LLC was responsible for
15 policies/practices relating to cellphone use and driving personal vehicles and that it did
16 not have knowledge Class Members were not reimbursed because Defendant did not do
17 payroll for Class Members. Taking these factors into account, a more realistic range of
18 recovery for this claim is \$0 to \$36,920.50 (reduced by 50% for risk associated with
19 proving Defendant's liability on this claim).
- 20 e) Waiting Time: This claim is derivative of the failure to pay minimum wages, failure to
21 pay overtime, and failure to provide meal and rest periods. Thus, the same risks
22 identified above apply to this claim. At the time of mediation, the maximum possible
23 damages for this claim based on the data and information provided by Plaintiffs was
24 \$3,513,880. This amount was calculated based on information from Defendant that
25 there were 1,215 former employees. It was assumed that each employee had some
26 amount of wages owing to him or her and the penalty was calculated using a full 30
27 days. This amount does not take into account any potential risks with respect to
28 Plaintiffs proving the merits or damages. Defendant contends it was not a joint

1 employer with MVP Event Productions, LLC and merely contracted with them for
2 staffing. Labor Code section 203 requires that the failure to pay wages be willful in order
3 for a waiting time penalty to be appropriate. Defendant contends that it cannot be liable
4 for waiting time penalties because it did not have knowledge of the alleged violations
5 and has a good faith defense. Defendant contends that because MVP Event Productions,
6 LLC was responsible for payroll for Class Members it did not have reason to know that
7 there were any unpaid wages. *See Noe v. Sup. Ct.*, 237 Cal. App. 4th 316, 331-332
8 (2015) (finding employer without knowledge of unlawful conduct is not liable for
9 willful acts of co-employer with respect to joint employees). Taking these factors into
10 account, it is likely this claim would be eliminated entirely.

- 11 f) Wage Statement: This claim is derivative of the claims above and therefore carries the
12 same risks. At the time of mediation, the maximum possible damages for this claim
13 based on the data and information provided by Plaintiffs was \$135,350. This amount
14 does not take into account any potential risks with respect to Plaintiffs proving the
15 merits or damages. Labor Code section 226 requires a knowing and intentional
16 violation. Defendant contends it cannot be liable because if wage statements were
17 inaccurate it did not have reason to know and MVP Event Productions, LLC was the
18 entity that provided Class Members with wage statements; not Defendant. Taking these
19 factors into account, a more realistic range of recovery for this claim is \$0 to \$33,837.50
20 (reduced by 75% for risk associated with proving Defendant's liability on this claim).
- 21 g) PAGA: This claim is derivative of the Labor Code violations identified above and would
22 be subject to all the same risks as the underlying claims it is based on. This claim also
23 includes allegations that Defendant is liable for misclassifying Class Members as
24 independent contractors. Defendant contends that it cannot be liable for
25 misclassification of Class Members because it was MVP Event Productions, LLC who
26 was responsible for the misclassification. *See Noe v. Sup. Ct.*, 237 Cal. App. 4th 316,
27 331-332 (2015) (holding the misclassification statute did not permit employer to be
28 penalized based on acts of co-employer in willfully misclassifying joint employees).

1 Additionally, based on our research, we did not find any prior Labor Commissioner or
2 court decisions that stated Defendant's practices and/or policies were improper. As
3 such, a "subsequent violation" may not be found for penalty calculation purposes, and
4 the exposure analysis here is based on an "initial violation" valuation being adopted by
5 any fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163
6 Cal.App.4th 1157, 1207-1209 (2008). Based on the data and information from Plaintiffs
7 the maximum total exposure for this claim is \$750,100. This amount does not take into
8 account any of the risks in proving the merits of the underlying claims that the PAGA
9 damages are based on. I believe the Court may exercise its discretion to reduce PAGA
10 penalties in this case in light of Defendant's contention that it did not employ Class
11 Members and that even if it was found to be a joint employer, it contends it did not have
12 knowledge or control over the policies and practices Plaintiffs alleged were unlawful.
13 Courts are statutorily authorized to use discretion to reduce penalties and the range of
14 discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203
15 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S.
16 DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction). Thus, even if using the
17 maximum values possible and setting aside risks of proving the claims on the merits, the
18 total exposure may be cut to approximately \$135,018 (82% reduction) to \$525,070
19 (30%) or lower. It is important to note that this discretionary reduction is completely
20 separate and in addition to any risks on the merits. Given Defendant's contentions it
21 would not be liable as a joint employer and did not have knowledge or responsibility for
22 alleged unlawful conduct and the substantial risks associated with the disputed claims,
23 we believe the amount that might ultimately be awarded under this claim would be
24 significantly lower than our maximum exposure calculation. Allocating \$10,000 to the
25 PAGA claims in this case is appropriate, especially in light of amounts that Courts have
26 approved as reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186
27 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims
28 based on their being disputed and being part of a class settlement which was evaluated

1 based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*,
2 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement
3 values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL
4 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
5 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL
6 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation where
7 total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total
8 estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D.
9 Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement);
10 *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500
11 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v.*
12 *Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000
13 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010
14 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1,
15 *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement);
16 *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000
17 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class
18 even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
19 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal.
20 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz*
21 *Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation
22 from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
23 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement
24 fund).

25 11. In summary, Plaintiffs' gross recovery of \$175,000 under the Agreement equals
26 approximately 3.7% of the maximum value of the claims in this matter (\$4,706,433) and 51.2% of the
27 higher range of the more realistic recovery (\$341,911.25, which is \$206,893.25 for the class damages
28 and \$135,018 for the PAGA damages). It is possible that there would be zero recovery the Court found

1 that Defendant was not a joint employer. After deducting from the Gross Settlement Amount the
2 proposed allocations for attorneys' fees and costs, any Enhancement Payments to the Class
3 Representatives, Claims Administrator Costs, and the PAGA Payment, the net recovery under the
4 Agreement, \$46,254.72, represents approximately 0.98% of the maximum value of the claims in this
5 matter and equates to approximately \$9.21 per workweek. The net recovery represents 13.5% of the
6 more realistic range of recovery. Based on the number Participating Class Members, the average net
7 award is \$497.36 and the highest net award is \$7,764.42. I believe the Agreement represents a
8 reasonable compromise of claims based on the legal and factual disputes in this case and is fair,
9 reasonable, and adequate for Class Members. The ability to secure a guaranteed settlement now and
10 ensure Class Members receive some compensation, rather than proceed to further litigation and
11 potentially recover nothing, was a motivating factor in reaching this Agreement.

12 12. MVP is not represented in this matter and has not been represented or participated in this
13 litigation for approximately two years now. Plaintiffs have already attempted to obtain the class list
14 and contact information from MVP during discovery. Special Interrogatories and a Request for
15 Production of Documents were served on MVP, who served unverified responses and objections on
16 October 21, 2022. In January 2023, MVP's counsel at the time stated MVP was experiencing financial
17 distress. We requested to see financial documents to verify the distress claims and followed up several
18 times to try and obtain them. Ultimately, no such financial documents were ever provided, and we
19 continued to meet and confer on the disputed discovery. An informal discovery conference was held on
20 June 2, 2023, wherein MVP's counsel informed the Court that MVP was not responding to her attempts
21 to contact them. A further informal discovery conference was scheduled and, ultimately MVP's
22 counsel stated her intent to withdraw. In her motion to withdraw, MVP's counsel stated she had not
23 been in contact with her client since February 2023 and they were not responding to her. The Court
24 granted the motion to withdraw on September 15, 2023. MVP has been unrepresented and
25 unresponsive from this point onward.

26 13. The Settlement is between Plaintiffs and Defendant only, not MVP. The proposed
27 settlement specifically excludes MVP from the definition of "Defendant," specifically excludes MVP as
28 a Released Party, and MVP is not a signatory to the proposed settlement. Given MVP's history in this

1 case, we did not expect them to participate in the settlement administration or provide any information
2 to the Claims Administrator. Notwithstanding the expected lack of participation by MVP, we still felt
3 that any order approving the proposed settlement should include a direction that MVP provide the
4 information. After we received preliminary approval, we formally served it on MVP at their last known
5 address provided by their then counsel in connection with her request to be relieved as counsel. I also
6 called the last known phone number for MVP to try and reach a representative to obtain the Class
7 Member information needed and/or cause MVP to contact the Claims Administrator directly. When I
8 called, I receive an automated message that “the phone number was disconnected or no longer in
9 service.” Later, on September 18, 2024, I sent a letter to MVP at their last known address, providing a
10 copy of the preliminary approval order, identifying the Claims Administrator, and providing the direct
11 contact information for Ms. Katherine Rovertoni, the Claims Administrator case manager. The letter
12 also warned that a failure to comply with the Court’s order could lead to monetary sanctions against the
13 company and/or its managing agents. No one from MVP responded to these communications thus, the
14 Parties were unable to get further contact information for Class Members or have ads posted on MVP
15 social media. It is because of this expected outcome that the Settlement contains a series of conditional
16 notice provisions in Section 7.3 that trigger if MVP does not provide the relevant contact and related tax
17 information in the administration process as well as a Claim Form process.

18 14. Given MVP’s lack of participation and the incomplete information Legends has for
19 Class Members, the contingent publication notice was triggered. The claims-made process provided
20 the most reliable means to supplement and/or obtain Class Member’s contact information and
21 information for the Claims Administrator to report taxes and distribute payments amongst Class
22 Members. Also given MVP’s apparent non-operation over the past two years, it is unclear how reliable
23 any information it produced would be. The agreement’s notice and claims-made process remedies that
24 concern, and is consistent with procedures approved in the case law where relevant class member
25 contact information is unknown. It is designed to reach the maximum number of individuals
26 practicable and provide a confirmatory check on the individual’s identity, comparing the names and
27 dates of work performed with Legend’s own records. Publication notice in areas where Class Members
28 worked was given and an interactive website was created to help bolster notice to the class. This

1 process is a “belt and suspenders” approach to the notice process to help ensure due process is
2 provided. While publication notice in addition to notice by mail may not ultimately be required, we
3 preferred to default on the side of providing more notice than required. To further increase Class
4 Member’s ability to participate in the settlement I have spoken with Defendant’s counsel, Alison
5 Hamer, and we agreed that any further Claim Forms submitted up to the final approval hearing should
6 be accepted as timely to increase the opportunity of Class Members to participate. To the extent final
7 approval is granted, a filed copy of a notice of entry of judgement will be posted on the settlement
8 website by the Claims Administrator.

9 15. In agreeing to take on the case, our office agreed to litigate the case on a contingency
10 basis, meaning that we would take a percentage of any settlement or judgment should we recover a
11 monetary amount. We took a risk that we would not recover any money in this matter if we were
12 unsuccessful at trial. We also took on the risk that the case may be subject to an unfavorable summary
13 judgment ruling. However, we believe it is important to make sure employees are able to find
14 affordable representation in order to ensure that employers are complying with all their legal
15 obligations towards employees and paying employees all their hard-earned wages. We rely on
16 attorneys’ fee awards in order to continue working to ensure California wage and hour protections are
17 enforced. Recovery of our full lodestar plus an appropriate multiplier is necessary to compensate for
18 the risk undertaken. Otherwise, we could not continue to represent employees who are denied wages,
19 but whose cases may be time-consuming and difficult to prove. There have been many class cases we
20 have litigated where, ultimately, we get zero for our time because we are unable to meet certification
21 requirements or the company becomes financially insolvent. Additionally, there are numerous
22 occasions, like in this case, where the fee recovered actually results in a negative multiplier of our
23 lodestar as the amount of work required to obtain a good result for the class is usually more than the
24 35% common fund request we make to compensate our time.

25 16. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
26 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
27 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
28 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two

recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my legal research and writing course, a Witkin Award in complex civil litigation, being a member of the Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

17. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2023, I was recognized as a Super Lawyer (Rising Star). From 2024 to present of have been recognized as a Super Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and hour litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act

1 (“FLSA”) claims. I am actively involved in most all of the complex litigation handled by our firm.
2 Class and/or PAGA actions I have litigated or am currently litigating, including the instant case,
3 includes, but is not limited to, the following:

- 4 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 5 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 8 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
9 (San Joaquin Sup. Ct.);
- 10 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 11 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 12 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
13 Sup. Ct.);
- 14 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
15 Ct.);
- 16 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 17 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
18 00271174 (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 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo 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.);

- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac. Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *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. 2:19-cv-01939-KJM-

1 EFB (E.D. Cal.);

- 2 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 3 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 4 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 5 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 6 00082201 (Sac. Sup. Ct.);
- 7 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 8 • *Salmon v. Ovations Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- 9 • *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- 10 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 11 • *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- 12 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 13 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 14 Sup. Ct.);
- 15 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- 16 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

19 19. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in
20 assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of
21 plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda
22 attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a
23 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the
24 University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He
25 graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and
26 Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of
27 employment law articles for journals and our firm regularly publishes articles on our firm's website.
28 Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar)

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

22 20. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
23 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
24 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
25 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
26 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
27 Federal Courts, including up to certification, settlement, preliminary and final approval, and
28 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.

1 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
2 include the following:

- 3 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 4 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 5 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 8 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 9 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 10 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 11 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
12 Sup. Ct.);
- 13 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 14 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
15 Ct.);
- 16 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
17 Ct.);
- 18 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
19 Sup. Ct.);
- 20 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 21 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
22 Ct.);
- 23 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 24 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
25 00209613 (Sac. Sup. Ct.);
- 26 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 27 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 28 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)

- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
- *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *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.);
- *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. 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 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.

22. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in September 2022. Mr. Konini has experience drafting written discovery, taking and defending depositions, calculating class-wide damages, interviewing putative class members, drafting motions and briefs on complex class action procedures, negotiating class and individual damages claims, and communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely

1 *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v.*
2 *Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v.*
3 *Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins*
4 *v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources,*
5 *Inc., et al.*, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*
6 *Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072
7 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*
8 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case
9 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.
10 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.
11 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
12 Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.
13 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac. Sup. Ct). Mr.
14 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

15 23. My former associate, Brittany V. Berzin, attended and graduated college from U.C.
16 Davis, receiving a Bachelor of Arts in Psychology. Ms. Berzin received her J.D. from the University of
17 the Pacific McGeorge School of Law. Ms. Berzin joined Shimoda & Rodriguez Law, PC, as a law
18 clerk in February 2015 where she gained civil litigation experience working on individual, class action
19 and PAGA employment cases throughout law school. Ms. Berzin also participated in an employment
20 law clinic in 2015 and 2016 that helps low-income workers by providing free legal consultations,
21 advising employees of their legal remedies on a variety of matters (*e.g.*, wage and hour, discrimination,
22 harassment, California leave laws, unemployment, workers' compensation, retaliation, and wrongful
23 termination, etc.) under the supervision of an attorney, preparing wage claims, and providing
24 representation in wage claims before the California Labor Commissioner. From 2016-2017, Ms.
25 Berzin completed an externship at the Federal Public Defenders Office as a Certified Law Student
26 where Ms. Berzin obtained discovery, completed legal research, drafted motions, negotiated plea deals,
27 represented clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings,
28 etc.), and defended a client against five misdemeanor charges in a jury trial in the United States District

1 Court for The Eastern District of California. Ms. Berzin was also a member of the nationally
2 recognized McGeorge Mock Trial Team and went on to coach a high school Mock Trial team in 2018
3 after graduating from law school. In May 2017, Ms. Berzin graduated from the University of the
4 Pacific, McGeorge School of Law with Great Distinction and was inducted into the Order of the Coif,
5 graduating in the top 10% of her class. Ms. Berzin received the Witkin Award for Academic
6 Excellence in Legal Research and Writing, Civil Procedure, Bankruptcy, and Criminal
7 Procedure. From 2020 to 2024, Ms. Berzin was recognized as a Super Lawyer (Rising Star). Ms.
8 Berzin was a member of the executive committee of the Sacramento County Bar Association Labor &
9 Employment Section since January 2020, serving as Co-Chair of the committee in 2021. Ms. Berzin
10 has over seven years of experience working on civil litigation and employment law matters. Most of
11 that experience has been specific to analyzing and litigating wage and hour claims. As an associate,
12 Ms. Berzin worked on a variety of individual, class action, and PAGA cases involving wage and hour
13 claims, such as failure to pay overtime, failure to pay minimum wages, failure to provide meal and rest
14 periods, failure to pay reimbursement expenses, unlawful deductions, failure to keep accurate time
15 records, failure to provide paid sick leave, failure to pay all wages upon separation, unfair competition,
16 breach of contract, independent contractor misclassification, and salaried misclassifications. Some of
17 the class action and/or PAGA cases that Ms. Berzin litigated while with our firm include the following:

- 18 • *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin
19 Sup. Ct.);
- 20 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 21 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 22 • *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin
23 Sup. Ct.);
- 24 • *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D.
25 Cal.);
- 26 • *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- 27 • *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- 28 • *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.).

24. 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.

25. Class Counsel are 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 are 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); and *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980). Plaintiffs have been able to secure an identifiable benefit on behalf of Class Members and equity counsels that the cost of the representation should be born equally amongst all Class Members receiving these benefits. The settlement recovery provides a good result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. There was substantial risk in agreeing to take this case on a contingency basis and as a class action with the possibility that our firm would not receive any compensation our time and efforts due to issues regarding the merits and/or certification and have carried that risk over the course of the case. In my experience, the attorney's fee request of thirty-five percent (35%) of the common fund is within ranges typically approved in wage and hour class action litigation. This includes awards in Sacramento County

Superior Court. For example, in November 2022, the Sacramento County Superior Court approved a fee request of 35% and the same hourly rates for Mr. Shimoda, Ms. Berzin, and myself in connection with a motion for final approval of a wage and hour class action settlement in *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.).

26. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this case. The total lodestar is approximately \$200,880 (\$133,205 for Shimoda & Rodriguez Law, PC, and \$67,675 for Castle Law) based on approximately 365.25 total hours (251 for Shimoda & Rodriguez Law, PC, and 114.75 for Castle Law), which includes an estimated 10 hours of time for myself preparing for and attending the final approval hearing, ensuring compliance, and the disbursement of funds consistent with a final approval order. I have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have created a summary chart showing the task categories and hours worked by each billing attorney in each category. Ms. Berzin was no longer with our firm at the time this Motion was filed, so I was not able to review the billing records with her. However, I independently reviewed her billing entries. A true and correct copy of the summary chart is being filed with this Motion as Exhibit F. In reviewing the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. Our billing software also enables the use of a start/stop timer that can be used to more accurately record how long a particular task takes. A summary of the entries in Exhibit F by timekeeper is as follows:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	26.3	\$725	\$19,067.50
Justin P. Rodriguez	93.2	\$625	\$58,250
Brittany V. Berzin	124.1	\$425	\$52,742.50
Renald Konini	7.4	\$425	\$3,145
Total:	251	--	\$113,205

1 27. I believe the requested rates are within the prevailing market rates for Sacramento
2 County and elsewhere. Ms. Berzin, Mr. Konini, myself, and Mr. Shimoda have approximately 5 years,
3 8 years, 13 years, and 20 years of experience, respectively, litigating complex wage and hour class and
4 PAGA actions. Again, Sacramento County Superior Court has approved these rates for myself, Mr.
5 Shimoda, and Ms. Berzin in November 2022. *See Strawn v. Bridgestone Retail Operations, LLC*, Case
6 No. 34-2018-00242049 (Sac. Sup. Ct.). Mr. Konini was approved at these rates in connection with a
7 wage and hour class action in Sacramento County Superior Court in January 2023. *See Kee, et al. v.*
8 *Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*,
9 Case No. 34-2020-00290072. Awarding fees at the hourly rate in effect at the time of the fee request is
10 an appropriate and judicially approved method. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283
11 (1989).

12 28. Although the Agreement set out a maximum of \$20,000.00 for potential attorney's
13 costs, the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is
14 \$17,295.28 (\$8,437.82 for Shimoda & Rodriguez Law, PC, and \$8,857.46 for Castle Law). A true and
15 correct copy of my firm's itemized costs incurred prior to the filing of this Motion and the expected
16 costs incurred through the final approval and compliance hearings is attached to this declaration as
17 Exhibit D. The second page of itemized costs in Exhibit D is Castle Law's costs incurred in this
18 matter. These costs were all incurred to advance the interests of Class Members in this litigation and
19 are of the kind that we would normally bill to fee paying clients. The difference in the actual costs and
20 the maximum amount allocated under the Agreement will be added to the Net Settlement Amount and
21 disbursed to Class Members.

22 29. I have used several class action administrator companies in the wage and hour class
23 actions I have resolved in the past and believe Apex Class Action will provide the best service to
24 administer the proposed class settlement. Apex Class Action initially provided a quote for the estimated
25 maximum cost of administering the class settlement of approximately \$15,300. However, it was
26 expected to increase due to the need for publication notice to Class Members. Additionally, an
27 interactive website was created to bolster the notice provided, which was not included in the original
28 quote. These were only estimates, and final pricing varied due to the nature and issues of this case that

1 arose during the administration of the settlement. Apex's final costs are \$20,200, which is still less than
2 the amount allocated under the Agreement and disclosed to Class Members in the Notice of Settlement.

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

8 31. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
9 The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement
10 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

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

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

1 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
2 and continuing through today under CPB.

3 34. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
4 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
5 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
6 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
7 workers and advises them as to the available legal remedies. In addition to individual counseling on
8 employment issues, the CFWR educates workers, unions, and community members about workplace
9 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

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

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

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

24 38. I have volunteered for both organizations numerous times over the past several years,
25 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
26 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory
27 committee. These organizations are non-profits that assist low-income workers throughout California,
28 giving free legal advice regarding employment law issues and representing employees with wage claims

1 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
2 these entities provide to individuals in need of employment law advice and representation at the
3 California Labor Commissioner.

4 39. Galen T. Shimoda has volunteered for both organizations on and off over the past several
5 years through either presenting wage and hour seminars to law students who staff the free advice clinics
6 or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer
7 work with either organization since approximately March 2020. Mr. Shimoda has never received
8 payment or compensation of any kind in connection with any work he's done with either of the proposed
9 *cy pres* beneficiaries.

10 40. Brittany V. Berzin, my former associate, had never done any work, volunteer or
11 otherwise, with CPB. During law school, Ms. Berzin was a student volunteer for the CFWR for two
12 summers. Since graduating law school and while working with our firm, she has volunteered for the
13 CFWR approximately one to two times per year, assisting in the advice clinic. Ms. Berzin had also
14 volunteered to be on the Board of Directors and was the Chair at the time she left our firm, which was an
15 unpaid position. As Chair, Ms. Berzin was one of seven Board Members, who were all from different
16 law firms and/or local public and private organizations. No compensation or benefits, monetary or
17 otherwise, was provided to any Board Member or organization a Board Member is associated with. The
18 Executive Director of the CFWR supervises, directs, and controls the day-to-day operations of the
19 CFWR, not Ms. Berzin or the Board of Directors. As Chair, Ms. Berzin's additional duties included
20 scheduling meetings, drafting meeting agendas and presiding over meetings. Furthermore, CFWR has
21 not, and does not, provide any referrals to Shimoda & Rodriguez Law, PC.

22 41. Renald Konini has never done any work, volunteer or otherwise with Capital Pro Bono,
23 Inc., or the Center For Workers' Rights. Neither my firm, myself, Mr. Konini, Ms. Berzin, nor Mr.
24 Shimoda have ever received any compensation, direct or indirect, for designating CFWR or CPB as *cy*
25 *pres* beneficiaries or in connection with any of the volunteer work we have done with the organizations.
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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 16, 2024 in Sacramento, California.

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6 Justin P. Rodriguez
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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
through 20, inclusive,

Defendants.

Case No. 34-2022-00317653

*Assigned for All Purposes to Hon. Jill Talley,
Department 23*

CLASS ACTION

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

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

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 Final 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. On July 31, 2024, Plaintiffs filed a Second Amended Complaint.

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 to
19 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
26 analyzed policy and payroll documents provided by our clients or MVP Event Productions, LLC, as
27 well as a 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
16 in 2001, summa cum laude, with a double major in philosophy and theology. I received my Juris
17 Doctor degree from Pepperdine University School of Law in 2010, magna cum laude and graduated in
18 the top 3% of my class. During law school I was a Lead Articles Editor for the Pepperdine Law
19 Review, served as a teaching assistant, and externed for Chief Judge Alex Kozinkski of the United
20 States Court of 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
24 Strauss Hauer & Feld LLP in Los Angeles and Orrick Herrington & Sutcliffe LLP. As a Senior
25 Associate in the employment litigation group at Orrick, Herrington & Sutcliffe LLP in its Sacramento,
26 California office, my hourly rate exceeded \$700.00 per hour and I worked on numerous complex wage-
27 and-hour class actions like this one. I have represented numerous Fortune 500 companies in high-stakes
28 employment cases involving discrimination, harassment, retaliation, misclassification, claims for

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

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

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

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

- 17 a) Strategies for a Successful Mediation in Wage and Hour Class and PAGA Actions, 13th
18 Annual Advanced Wage and Hour Conference, California Lawyers Association;
- 19 b) Putting in Work: Running a High-Level Employment Law Practice, Above the Law: The
20 Legal Tech Non-Event with Jared Correia;
- 21 c) Arbitration Agreements and PAGA Claims: Good News for Employers, Workplace Wake-
22 Up with Jennifer Shaw;
- 23 d) Employment Litigation: Perspectives from the "Other Side" Workplace Wake-Up with
24 Jennifer Shaw;
- 25 e) Calculating Damages, Exposure & PAGA Penalties for Mediation/Settlement in Wage and
26 Hour Class and Representative Actions, Bridgeport Continuing Education;
- 27 f) The Mini MBA for Attorneys: Labor and Employment Law Essentials, National Business
28 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,
5 SCORE Association; and
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
9 a 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
13 actions, including other matters in which class and PAGA action settlements have been approved with
14 me as counsel for plaintiffs. Courts have routinely awarded my firm common fund fee percentages in
15 class and PAGA cases ranging from 33% to 40%. These cases include, but are not limited to, the
16 following:

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

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

- 1 n) Nicholas Simon v. Maita Enterprises, Inc., Sacramento Superior Court Case No. 34-
2 2020-00276615 (PAGA-only action settlement approval for \$410,000.00 with 40%
3 attorney fee award);
- 4 o) Robert Amador v. Jeff Thompson's Auto Group, Inc., El Dorado County Superior Court,
5 Case No. PC20190146 (PAGA-only settlement approved for \$260,000.00 with 40%
6 attorney fee award);
- 7 p) Virginia Gottlieb v. Agilent Tech., Sacramento Superior Case No. 34-2018-0244298
8 (PAGA only settlement approved for \$300,000.00 with 35% fee award); and
- 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
11 for \$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 Justin P. Rodriguez and agree with his statements
17 regarding the case history, the assessment of the value of the claims, the mediation and negotiations
18 that 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 D** is a true
20 and correct copy of the costs incurred to date by my firm.

21 17. My firm spent at least 114.75 attorney hours to date, (not including time finalizing this
22 declaration and motion,) litigating this case, engaging in substantial informal discovery, meeting and
23 conferring with opposing counsel, attending mediation, follow up negotiations, and bringing a
24 stipulated settlement to completion. The work performed was necessary for the prosecution of the class
25 and representative claims and consisted, but was not limited to, the following: pre-filing investigation
26 and legal research; drafting the complaint and administrative exhaustion letter; communicating with
27 Plaintiffs; obtaining data and materials from Defendants; analyzing documents produced and reviewing
28 data; engaging and working with a third-party economist expert, attending mediation, subsequent

1 negotiations, conferences with co-counsel and opposing counsel, and court appearances. My firm also
2 assisted in the preparation the approval motion materials. My firm will also perform post approval work
3 such as coordination with the settlement administrator and distribution work as required by the Court,
4 none of which are presently accounted for in the hours we have spent on this case.

5 18. The pre-multiplier lodestar for my firm is approximately \$67,675.00 based on
6 approximately 114.75 hours worked prior to finalizing this declaration.

7 19. The billing summary above reflects an hourly rate of \$600.00. This hourly rate is
8 reasonable and coincides with the prevailing rates charged by lawyers of a similar skill set and
9 experience. This is my regular hourly rate for business clients, and my invoices are regularly paid. As
10 explained above, at my prior law firm, Orrick Herrington & Sutcliffe LLP in Sacramento, my hourly
11 rate was \$705.00 per hour as a Senior Associate over six years ago. I left Orrick in September 2017.
12 According to the U.S. Bureau of Labor Statistics, the value of goods and services that cost \$705.00 in
13 September 2017 have an equivalent value of \$915.93 in today's dollars, as of November 2024. *See*
14 https://www.bls.gov/data/inflation_calculator.htm. And this does not account for the fact that I now
15 have over six years more experience litigating wage and hour class and PAGA actions. Based on my
16 understanding and experience at defense firms, and conversations with attorneys and clients of those
17 law firms, attorneys that do the same kind of work with similar or less experience regularly charge
18 \$1,000 per hour or more. On information and belief, if I had continued on with Orrick, Herrington, &
19 Sutcliffe, LLP, my rate would easily exceed \$1,000 per hour today.

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

25 21. I have spoken with Lisa L. Bradner at my firm to determine whether she has any
26 relationship with either of the proposed cy pres beneficiaries. I have referred potential clients to CFWR
27 and my firm has designated CFWR as a *cy pres* beneficiary in other cases, but otherwise my firm has
28 no relationship with either organization. My firm, myself, and Ms. Bradner have not received any

1 compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries.

2 I declare under penalty of perjury under the laws of the State of California that the foregoing is
3 true and correct. Executed on this 11th day of December, 2024, in Roseville, California.

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7 Timothy B. Del Castillo
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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 23*

CLASS ACTION

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

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

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 Final 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 Defendants' 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 Defendants' 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. To date, I have spent approximately 60-75 hours assisting my attorneys in prosecuting
8 the case. Although I have already spent a substantial amount of time on this case and assisting my
9 attorneys, I expect the amount of time I spend on this case may increase if final approval is granted
10 because Class Members will likely reach out to me about the Settlement and the status of 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 and the other Class Representative, Ms.
19 Bates, are the only individuals providing a general release of all our individual claims and waiving the
20 protections of California Civil Code section 1542 for unknown claims. No other Class Member is
21 subject to such a broad release.

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

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

27 11. I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and the
28 Center for Workers Rights, whether financial, in their governance, or otherwise

1
2 I declare under penalty of perjury under the laws of the State of California that the foregoing is
3 true and correct. Executed on December 10, 2024, in Sacramento, California.
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Michael Johnson (Dec 10, 2024 17:04 PST)

Michael Johnson

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Lisa L. Bradner (SBN: 197952)
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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 23*

CLASS ACTION

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

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

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 Final 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 the 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. To date, I have spent approximately 20 hours assisting my attorneys in prosecuting the
12 case. Although I have already spent a substantial amount of time on this case and assisting my
13 attorneys, I expect the amount of time I spend on this case may increase if final approval is granted
14 because Class Members will likely reach out to me about the Settlement and status of 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.

11. I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and the Center for Workers Rights, whether financial, in their governance, or otherwise.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on Dec 11, 2024 in Citrus Heights, California.


Kali Bates (Dec 11, 2024 15:36 PST)

Kali Bates

1 Timothy B. Del Castillo (SBN: 277296)
Lisa L. Bradner (SBN: 197952)
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4 Attorneys for Plaintiff KALI BATES
5 on behalf of herself and similarly situated employees

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

13 **SUPERIOR COURT OF CALIFORNIA**
14 **FOR THE COUNTY OF SACRAMENTO**

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

18 Plaintiff,

19 vs.

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

22 Defendants.
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Case No.: 34-2022-00317653

*Assigned for All Purposes to Hon. Jill Talley,
Department 23*

**DECLARATION OF KATHERINE
ROVERTONI OF APEX CLASS ACTION,
LLC, IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 10, 2025
Time: 9:00 a.m.
Dept.: 23
Judge: Hon. Jill Talley

Filed: May 18, 2022
FAC Filed: October 25, 2022
SAC Filed: July 31, 2024
Trial Date: None Set

1 I, Katherine Rovertoni, declare as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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8 Katherine Rovertoni

9 KATHERINE ROVERTONI
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Exhibit A

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

Defendants.

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

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

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

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

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

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

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

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

I. WHAT IS THIS CASE ABOUT?

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

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

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

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

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

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Settlement Amount

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

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

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

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

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

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

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

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

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

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

D. Class Member Tax Matters

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

E. Release of Claims

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

Class members who do not opt out will be deemed to have released all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged, reasonably arise out of, or reasonably relate to the facts or allegations asserted in the operative Complaint in this Action through the Class Period, including the following as set forth in (a)-(c):

- a. (i) failure to pay all regular wages, minimum wages, overtime wages due and liquidated damages; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair business practices that could have been premised on the claims or causes of action described above or any of the claims or causes of action pleaded in the operative Complaint;
- b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the complaints filed as part of the operative Complaint; and
- c. Any and all other claims under California common law, the California Labor Code, and federal law, including, but not limited to, the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code, alleged in or that could have been alleged, reasonably arise out of, or reasonably relate to the facts or allegations pleaded in the operative Complaint. In addition, to the extent required by law, the cashing of the settlement check by the Participating Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties from any claims predicated under the FLSA that could have been alleged under the same or similar facts or allegations pleaded in the Lawsuit. The Settlement Administrator shall include a legend on the settlement check stating, "By cashing this check, I am opting into the settlement in *Bates, et al. v. Legends Hospitality, LLC*, Sacramento County Superior Court, Case No. 34-2022-00317653-CU-OE-GDS, under FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement."

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

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

The individuals released ("Released Parties") means Defendant Legends Hospitality, LLC, and any of its/their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant. Released Parties shall not include Defendant MVP Event Productions, LLC or any of its owners, directors, officers, or managing agents.

II. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?

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

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

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

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

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

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

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

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

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

Option 4 - Object to the Settlement

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

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

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

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

V. FINAL SETTLEMENT APPROVAL HEARING

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

VI. ADDITIONAL INFORMATION

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

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

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

BY ORDER OF THE COURT

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

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

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

INSTRUCTIONS

(1) Please provide the following information:

Full Social Security Number:

____ - ____ - _____

Full Name:

Job title:

Your Address:

Location(s) you worked at for Legends Hospitality:

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

(____) _____

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

Area Code

Home Telephone Number

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

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

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

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

(Sign your name here)

Date

TRIBUNAL SUPERIOR DE CALIFORNIA
PARA EL CONDADO DE SACRAMENTO

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

Demandantes,

vs.

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

Demandados.

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

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

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

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

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

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

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

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

III. ¿DE QUE SE TRATA ESTE CASO?

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

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

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

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

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

II. RESUMEN DEL ACUERDO PROPUESTO

A. El Monto del Acuerdo

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

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

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

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

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

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

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

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

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

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

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

D. Asuntos fiscales de los Miembros del Grupo

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

E. Liberación de reclamaciones

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

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

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

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

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

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

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

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

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

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

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

Opción 3: Excluirse del Acuerdo como Miembro del Grupo

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

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

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

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

Opción 4 - Objetar el acuerdo

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

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

IV. EFFECTO DEL ACUERDO: DERECHOS Y RECLAMACIONES LIBERADOS

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

V. AUDIENCIA DE APROBACIÓN DEL ACUERDO FINAL

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

VI. INFORMACIÓN ADICIONAL

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

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

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

POR ORDEN DEL TRIBUNAL

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

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

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

INSTRUCCIONES

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

____ - ____ - ____

Nombre completo:

Puesto de trabajo:

Su dirección:

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

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

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

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

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

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

(Firme con su nombre aquí)

Fecha

Exhibit B

LEGAL NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

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

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

WHAT IS THIS LAWSUIT ABOUT?

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

SETTLEMENT AMOUNT

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

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

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

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

RELEASE

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

FINAL APPROVAL HEARING

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

ADDITIONAL INFORMATION

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

Ad#: 104+++ — Pub: 10-04-24

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Lisa L. Bradner (SBN: 197952)
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Attorneys for Plaintiff KALI BATES
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 23*

CLASS ACTION

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

Date: January 10, 2025
Time: 9:00 a.m.
Dept.: 23
Judge: Hon. Jill Talley

Filed: May 18, 2022
FAC Filed: October 25, 2022
SAC Filed: July 31, 2024
Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiffs' Operative Complaint
C	Plaintiffs' Letters to the LWDA Regarding PAGA Claims
D	Plaintiffs' Itemized Costs
E	Proof of Submission of Proposed Settlement Agreement to LWDA
F	Summary of Shimoda & Rodriguez, PC, Hours

Dated: December 16, 2024

Shimoda & Rodriguez Law, PC

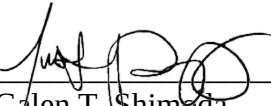
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiffs

EXHIBIT A

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Facsimile: (310) 552-5001

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

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

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

17 2.7 The Parties agree that the above-described investigation and evaluation was sufficient to
18 assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable
19 basis. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable
20 that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid
21 further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse
22 outcome each of the Parties potentially face in the Action. Therefore, the Parties desire to resolve the
23 claims in the Action. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that
24 the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of
25 all known facts and circumstances.

26 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

27 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
28 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

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

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

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

5. TERMS OF THE SETTLEMENT

The Parties agree as follows:

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

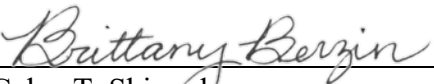

Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff Kali Bates and on
behalf of herself and similarly situated
employees

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 _____

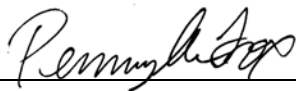
By:  _____
Eugene Ryu
Penny Chen
Alison Hamer
Attorney for Defendant

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

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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

**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

1 injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§
2 17203, 17208, violations of Labor Code §§ 1194, 226, and 226.7, all in an amount as yet
3 unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

4 **SECOND CAUSE OF ACTION**
5 **(Failure To Provide Accurate Wage Statements)**

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

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

10 *(1) gross wages earned, (2) total hours worked by the employee,*
11 *except for any employee whose compensation is solely based on a*
12 *salary and who is exempt from payment of overtime under*
13 *subdivision (a) of Section 515 or any applicable order of the*
14 *Industrial Welfare Commission, (3) the number of piece-rate units*
15 *earned and any applicable piece rate if the employee is paid on a*
16 *piece-rate basis, (4) all deductions, provided that all deductions*
17 *made on written orders of the employee may be aggregated and*
18 *shown as one item, (5) net wages earned, (6) the inclusive dates of*
19 *the period for which the employee is paid, (7) the name of the*
20 *employee and the last four digits of his or her social security number*
21 *or an employee identification number other than a social security*
22 *number, (8) the name and address of the legal entity that is the*
23 *employer and, if the employer is a farm labor contractor, as defined*
24 *in subdivision (b) of Section 1682, the name and address of the legal*
25 *entity that secured the services of the employer, and (9) all*
26 *applicable hourly rates in effect during the pay period and the*
27 *corresponding number of hours worked at each hourly rate by the*
28 *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.

25 45. Defendants failed to provide an itemized statement or failed to provide an accurate
26 and complete itemized statement showing the requirements set forth in Labor Code section
27 226(a). Defendants failed to list on the wage statements provided to Plaintiffs and similarly
28 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:

- 1 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay
- 2 Minimum Wages)
- 3 • Violation of Labor Code §§ 226.7, 512; IWC Wage Order 5, §§ 11(A) and 11(B)
- 4 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 5 • Violation of Labor Code § 226.7; IWC Wage Order 5, § 12(A) (Failure to Provide
- 6 Rest Periods or Pay Premiums In Lieu Thereof)
- 7 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
- 8 Statements)
- 9 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 10 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 11 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
- 12 Work In Any Industrial Welfare Commission Order)
- 13 • Violation of Labor Code §§ 226.3, 1174, 1198; IWC Wage Order 5, § 7 (Failure
- 14 to Maintain Accurate Records)
- 15 • Violation of Labor Code §§ 233, 246, 246.5, 247.5, 248.5 (Failure to Provide Paid
- 16 Sick Leave)
- 17 • Violation of Labor Code §§ 201.3, 204, 210 (Untimely Payment of Wages)
- 18 • Violation of Labor Code § 1194; IWC Wage Order 5, § 5 (Failure to Pay
- 19 Reporting Time)
- 20 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 5 (Failure to Pay
- 21 Overtime)
- 22 • Violation of Labor Code § 1174; IWC Wage Order 5, § 5 (Failure to Pay Keep
- 23 Accurate Time Records)
- 24 • Violation of Labor Code § 226.8 (Misclassification as Independent
- 25 Contractor)
- 26 • Violation of Labor Code § 2810.5 (Failure to Notify of Wages)
- 27 79. Plaintiffs sent written notice to the LWDA regarding Defendants' violations of the
- 28 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: Brittany Berzin
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
13 Dated: December 21, 2023

Castle Law: California Employment Counsel, PC

14
15 By: Jim Del Castillo
16 Timothy B. Del Castillo
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: Brittany Berzin
22 Galen T. Shimoda
23 Justin P. Rodriguez
24 Brittany V. Berzin
25 Attorneys for Plaintiff MICHAEL JOHNSON
26 and the Class
27
28

Johnson v. MVP Event Productions, LLC
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, Deanna Morgensen, 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 July 31, 2024, I served the following documents on the party below:

• **SECOND AMENDED COMPLAINT FOR DAMAGES**

Eugene Ryu (SBN 209104) Penny Chen (SBN 280706) Alison Hamer (SBN 258281) K&L Gates LLP 10100 Santa Monica Blvd., Ste. 700 Los Angeles, CA 90067 Telephone: (310) 553-5000 gene.ryu@klgates.com penny.fox@klgates.com Dyana.Estrada@klgates.com Alison.Hamer@klgates.com Amy.portillo@klgates.com	Timothy B. Del Castillo (SBN 277296) Lisa L. Bradner (SBN 197952) Castle Law: California Employment Counsel, PC 2999 Douglas Boulevard, Suite 180 Roseville, California 95661 Telephone: (916) 245-0122 tdc@castleemploymentlaw.com lb@castleemploymentlaw.com rb@castleemploymentlaw.com
MVP Event Productions, LLC 347 James Bowie Ct. Alamo, CA 94507 <i>Served via First Class Mail</i>	

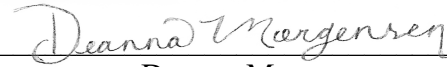
[XXX] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth 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.

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

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

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

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct, and that this declaration was executed on July 31, 2024, at Salt Lake City, Utah.

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5 Deanna Morgensen
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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)

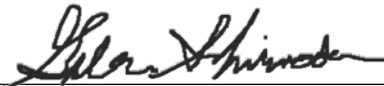
Labor Code section 2810.5 provides that at the time of hire employers shall provide to each employee a written notice containing information about their pay, such as rates, allowances, if any, the employer’s regular payday, the name of the employer, the employer’s physical address, the employer’s telephone 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

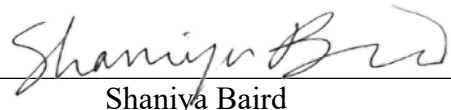
14

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

Shimoda & Rodriguez Law, PC, Costs: Bates-Johnson 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 Fee - 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
12/26/2023	One Legal Fee - File Motion for Preliminary Approval of Settlement	\$390.70
12/26/2023	Personal Service of Preliminary Approval Motion to MVP	\$115.85
1/16/2024	One Legal Service Fee- Proof of Service	\$83.39
1/19/2024	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$7.50
1/19/2024	Court Fee - Purchase Documents for Related Case Orange County Superior Court	\$8.20
3/28/2024	One Legal Fee - Notice of Disassociation of Counsel	\$16.88
4/25/2024	One Legal Fee - Notice of Entry of Order	\$16.88
6/21/2024	One Legal Fee - Supplemental Brief ISO PAM	\$16.88
8/1/2024	One Legal Fee - Amended Complaint	\$16.88
8/8/2024	One Legal Fee - Amended Proposed Order	\$16.88
Anticipated	Court Fee - Motion for Final Approval of Settlement	\$80.48
Anticipated	ALS - Personal Service of Final Approval Motion	\$250.00
Anticipated	One Legal Fee - Notice of Entry of Order	\$25.00
Anticipated	One Legal Fee - Compliance Declarations	\$25.00

TOTAL: \$8,437.82

Bates - Costs 12.11.2024		
Date	Description	Billable (\$)
4/6/22	Complaint, Summons, Civil Case Cover Sheet (Complex)	\$ 1,647.20
4/21/22	Legends Hospitality Service	\$ 41.18
5/19/22	Proof of Service	\$ 30.89
6/3/22	E-Filing Fee for Complaint	\$ 12.87
6/7/22	Complaint Package Filing	\$ 462.71
9/20/22	POS Summons/NAR	\$ 72.07
9/27/22	Stipulation to Amend Complaint	\$ 92.66
10/4/22	POS Summons/NAR	\$ 72.07
1/10/23	RFD - PAGA Case	\$ 14.88
2/8/23	Complaint Package Filing	\$ 1,569.99
2/8/23	Amended Complaint	\$ 92.66
3/22/23	Service of Bakersfield	\$ 110.67
3/14/23	Medina McKelvey Mediation	\$ 3,750.00
4/27/23	Stipulation to Amended Complaint Filing Fee	\$ 20.59
8/2/23	Berger Consulting Data Analysis fee	\$ 720.00
9/7/23	Refund to Shimoda - Postage	\$ 0.63
8/2/23	Data Analysis - Postage	\$ 0.63
3/25/22	Right to Sue - Mailing Legends	\$ 7.53
3/24/22	Right to Sue - MVP - Mailing	\$ 7.53
6/3/22	NAR Packet - Mailing	\$ 2.24
6/3/22	PAGA Letters to MVP/LEGENDS - Mailing	\$ 4.24
3/14/23	Mediation Fee Check Mailing	\$ 4.75
3/31/22	Records Request Legends - Mailing	\$ 4.28
5/6/22	Complex Case Fee Filing	\$ 72.07
3/31/22	Records Request MVP - Mailing	\$ 4.28
4/12/22	NAR Packet Mailing - Legends	\$ 1.98
1/19/24	Opposition to Ex Parte - Filing	\$ 18.43
3/22/24	Opposition to Stay - Filing	\$ 18.43
	TOTAL:	\$ 8,857.46

EXHIBIT E

EXHIBIT F

TASK CATEGORY		GTS	JPR	BVB	RK
<u>Pre-filing investigation, Pleadings, Admin Exhaustion, and Related Law & Motion.</u> Includes time spent during initial client meetings and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendant; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and court filings; Communications with co-counsel & opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.		4.3	6.1	26.7	-
<u>Case Review, Management, Strategy Meetings, Dispositive Motions.</u> Includes time spent discussing general plan of action updates and strategies in weekly meetings; Research and analysis regarding claim elements and issues affecting representative litigation; Preparing for case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Reviewing minute orders and general correspondence from the Court regarding case management and assignments; Research regarding certification; Research regarding trial plan; Researching and drafting opposition to motion to stay/abate; Researching and Drafting opposition to <i>ex parte</i> application and motion to intervene; Communications with co-counsel & opposing counsel regarding same, internal communications regarding same, communications with client regarding same.		5.1	7.2	18	1.2
<u>Discovery (Pre-Mediation/Non-Mediation Related), Related Law & Motion, and Hearings.</u> Includes time spent preparing discovery requests; Research regarding discovery issues and anticipated objections; Document review and analysis; reviewing discovery responses and meet/confer regarding objections and lack of response; Drafting and reviewing IDC statements and related hearings; Seek out witnesses for interviews and obtaining declarations; Review public records requests regarding prior labor commissioner filings and prior wage and hour lawsuits; Communications with co-counsel & opposing counsel regarding same, internal communications regarding same, communications with client regarding same.		3.1	2.4	9.1	-
<u>Discovery / Investigation for Mediation.</u> Includes time spent preparing informal discovery specifically geared towards mediation; reviewing informal mediation productions, including data, analyses, documents, and public records; Analyzing sample & reviewing expert damages analysis; Communications with co-counsel & opposing counsel regarding same, internal communications regarding same, communications with client regarding same.		1.2	5.6	8.7	-
<u>Mediation / Settlement Conference / Direct Negotiations.</u> Includes time spent reviewing/revising mediation brief and accompanying exhibits; Review documents productions for potential exhibits; Preparing for and attending mediation; Pre-mediation call with mediator; Legal research relating to issues on day of mediation; Direct negotiations with opposing counsel; Preparing working draft of MOU; Communications with co-counsel & opposing counsel regarding same, internal communications regarding same, communications with client regarding same.		4.7	18.1	13.2	-
<u>Drafting Settlement Agreements.</u> Includes time spent preparing long form agreement and exhibits, revisions relating thereto; Research regarding any approval procedures or issues regarding disputed terms; Solicit and review Claims Administrator bids; Research regarding notice & due process issues; Communications with opposing co-counsel & counsel regarding same, internal communications regarding same, communications with client regarding same.		1.5	9.7	13.1	-
<u>Settlement Approval and Administration.</u> Includes time spent drafting motion for preliminary approval and supporting declarations and order; Drafting supplemental brief and declarations; Class data and settlement calculation review; Review of claims website and print publication drafts; Speaking with Claims Administrator regarding calculations, distributions, and final approval logistics; Review reports from Claims Administrator; Respond to Class Member calls and inquiries regarding the settlement and research relating thereto; Draft Motion for Final Approval and supporting declarations, review and finalize exhibits relating thereto; Legal research regarding approval issues; Communications with co-counsel & opposing counsel regarding same, internal communications regarding same, communications with client regarding same. Includes estimated 10 hours for J. Rodriguez supervising final distributions and compliance with Court final approval order and attending compliance hearings.		6.4	44.1	35.3	6.2
TOTAL:		26.3	93.2	124.1	7.4

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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
through 20, inclusive,

Defendants.

Case No. 34-2022-00317653

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

CLASS ACTION

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

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill H. Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

SAC Filed: July 31, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 **IV. IMPLEMENTATION SCHEDULE**

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

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

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

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

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

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25 **IT IS SO ORDERED.**

26
27 Date: _____

By: _____

Judge of the Superior Court