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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN FRANCISCO**

11 AMOURAFINA BURTON, an individual and
on behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 KINETIC EVENTS, INC., a California
15 corporation; ATRIUM PAYROLL
SERVICES, LLC, a New York limited liability
16 company; and DOES 1 through 50,

17 Defendants.

Case No.: CGC-24-620497

[Assigned for All Purposes to:
Hon. Ethan P. Schulman, Dept. 304]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
SERVICE AWARD**

(Filed Concurrently with Motion for Approval
of PAGA Settlement, Supporting
Declarations, and [Proposed] Judgment and
Order)

DATE: October 13, 2026

TIME: 11:00 a.m.

DEPT: 304

Action Filed: December 10, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Amourafina Burton ("Plaintiff") in this action. I am lead
5 counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if
6 called and sworn as a witness, I would and could competently testify under oath thereto.

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

16 3. After passing the California Bar in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I
18 began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and
19 PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of
20 Lewis Brisbois' Wage & Hour Class Action Practice Group. In November 2020, I was elevated as
21 the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the
22 youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity
23 partner, becoming one of the youngest equity partners and the third Asian-American equity partner
24 in the history of this 1,500-attorney firm.

25 4. In July 2023, I joined Justice for Workers, P.C. ("JFW") and began heading its
26 Complex Litigation Practice Group where I focus my practice on representing employees in wage
27 and hour class and PAGA action lawsuits.

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1 5. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100
2 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 70
3 other class and/or PAGA actions at mediation. The following are cases in which I have received
4 final approval of class action settlement and I was appointed as class counsel: *Marcos Beltran v.*
5 *Fondomonte California LLC*, Riverside Superior Court Case No. CVRI2402849, final approval of
6 class/PAGA settlement granted on June 26, 2026; *Chelsey Richardson, et al. v. Telecare*
7 *Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of
8 class/PAGA settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall*
9 *Construction, Inc.*, Los Angeles Superior Court Case No. 24STCV03488, final approval of
10 class/PAGA settlement granted on May 27, 2026; *Doris Nathan v. The Muller Company, LLC*, Los
11 Angeles Superior Court Case No. 23STCV24395, final approval of class/PAGA settlement granted
12 on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los Angeles Superior Court Case No.
13 24STCV07830, final approval of class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v.*
14 *Fever Labs, Inc.*, Los Angeles Superior Court, Case No. 23STCV21796, final approval of
15 class/PAGA settlement granted on March 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los
16 Angeles Superior Court Case No. 23STCV22743, final approval of class/PAGA settlement granted
17 on February 11, 2026; *Andrew Carmona v. Western Holdings Group dba Los Angeles Property*
18 *Management Group*, Los Angeles Superior Court, Case No. 23STCV24028, final approval of
19 class/PAGA settlement granted on January 29, 2026; *Poul Bedri v. City of Hope National Medical*
20 *Center*, Los Angeles Superior Court, Case No. 23STCV23713, final approval of class/PAGA
21 settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los
22 Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA settlement granted
23 on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court,
24 Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9, 2026;
25 *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final
26 approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied*
27 *Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final
28 approval of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea*

1 *Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of
2 class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services,*
3 *LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA
4 settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior
5 Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025;
6 *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final
7 approval of class/PAGA settlement granted on August 29, 2025; *Mushfiquir Chowdhury v. CWT US,*
8 *LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA
9 settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles
10 Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on
11 August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior
12 Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025;
13 *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956,
14 final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile*
15 *Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement
16 granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case
17 No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos*
18 *Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final
19 approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates*
20 *Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA
21 settlement granted on December 18, 2024.

22 6. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her
23 entire legal career. Ms. Luu handled a number of wage and hour matters, including individual
24 actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her
25 J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick
26 J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the
27 next 3 years representing employers in wage and hour class and/or PAGA actions, including at
28 Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined

1 JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice
2 on representing employees in wage and hour class and PAGA action lawsuits. Ms. Luu has been
3 appointed as class counsel in all of the class settlements referenced in Paragraph 4 above.

4 7. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his
5 entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso
6 School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a
7 labor and employment associate starting in March 2022 representing employers in wage and hour
8 class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer
9 LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice
10 Group, where he focuses his practice on representing employees in wage and hour class and PAGA
11 action lawsuits.

12 8. As counsel for Plaintiff and Aggrieved Employees, I have been intimately
13 involved in this case since its inception and I believe that the proposed PAGA settlement is a fair
14 and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and
15 correct copy of the Parties' fully executed PAGA Settlement Agreement (the "Settlement" or
16 "Agreement"). The proposed explanatory letter regarding the Settlement to be mailed to Aggrieved
17 Employees along with their settlement checks is attached to the Agreement as **Exhibit A**.

18 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

19 9. Defendants Kinetic provides staffing for event venues throughout the nation,
20 including the Bay Area, Los Angeles, and San Diego. Defendant Atrium is an employer of record
21 ("EOR") payroll services company that provides hiring, onboarding, payrolling administration for
22 temporary staffing employee.

23 10. On July 11, 2024, Plaintiff submitted the LWDA Letter of alleged Labor Code
24 violations to Defendants and the California Labor and Workforce Development Agency (the
25 "LWDA"). Enclosed as **Exhibit 2** is a true and correct copy of the LWDA Letter. Plaintiff's
26 administrative exhaustion period expired without the LWDA indicating its intent to investigate the
27 allegations.

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1 11. On September 24, 2024, Plaintiff filed a Representative Action Complaint against
2 Defendants, alleging a single cause of action for Violation of the California Private Attorneys
3 General Act (“PAGA”). Enclosed as **Exhibit 3** is a true and correct copy of the Complaint, which
4 has been uploaded to the LWDA in compliance with PAGA.

5 12. Prior to mediation, the Parties engaged in a significant amount of formal discovery
6 and motion practice over discovery.

7 13. The Court granted in part Defendant’s contested Motion to Bifurcate and Sequence
8 Discovery on July 31, 2025; the Parties attended an Informal Discovery Conference with the Court
9 on October 16, 2025; Plaintiff responded to Defendant’s Form Interrogatories-General, Form
10 Interrogatories-Employment, Special Interrogatories, Request for Production of Documents, and
11 Request for Admissions, and sat for her deposition; Defendants responded to Plaintiff’s Special
12 Interrogatories Sets 1 to 3 and Request for Production of Documents Sets 1 and 2; and Plaintiff took
13 the deposition of Defendant Kinetic’s Person Most Qualified.

14 14. Through formal discovery, Defendants produced a 15% sampling of time and payroll
15 records of Aggrieved Employees, written policy documents including applicable portions of
16 Defendant Kinetic’s and Atrium’s employee handbook and standalone policies, and Plaintiff’s
17 personnel file, time records, and wage statements. Said records allowed the Parties to meaningfully
18 engage in mediation.

19 15. Plaintiff’s counsel, with the assistance of a retained expert data analyst, analyzed and
20 reviewed the documents regarding Defendants’ wage and hour policies and practices, the Aggrieved
21 Employees’ records, and other information provided by Defendants and Plaintiff. Plaintiff’s counsel
22 and the expert were able to evaluate the probability of success on the merits and Defendants’
23 maximum and risk-adjusted monetary exposure and prepare a damage analysis prior to mediation.
24 The time and pay records of all Aggrieved Employees allowed Plaintiff’s counsel and their expert to
25 prepare an analysis with a high degree of certainty. In conjunction with their extensive factual
26 investigation, Plaintiff’s counsel also investigated the applicable law regarding the claims and
27 defenses asserted in the litigation. Thus, Plaintiff and Plaintiff’s counsel’s familiarity with the facts
28 of the case and the legal issues raised by the pleadings allowed them to act intelligently in

1 negotiating the Settlement.

2 16. On June 25, 2026, the Parties participated in private mediation before Barry M.
3 Appell, an experienced, neutral, class action and PAGA mediator. After extensive negotiations and
4 discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendants' defenses,
5 the Parties reached a settlement of this Action at mediation. The Parties recognized that the issues
6 presented in the Action are likely only to be resolved with extensive and costly pretrial and trial
7 proceedings, and that further litigation will lead to inconvenience, distraction, disruption, delay, and
8 expense disproportionate to the potential benefits of litigation. Plaintiff and Plaintiff's counsel
9 considered the risk and uncertainty of the outcome inherent in any litigation when determining
10 whether this Settlement was the correct option.

11 17. Plaintiff's litigation costs are approximately \$13,582.22, including estimated future
12 costs in filing and delivering courtesy copies of this Motion and supporting papers (\$146.32), any
13 supplemental papers for this Motion (\$72.25), and Administrator's declaration of compliance re
14 settlement administration (\$72.25). Enclosed as **Exhibit 4** is a true and correct itemized list of costs
15 incurred to date and estimated future costs.

16 18. The Parties jointly selected ILYM Group as the neutral entity to administer this
17 Settlement based on its bid of \$11,700.00.

18 19. The amount estimated in the Net Settlement Amount for the LWDA payment and the
19 Aggrieved Employee payment is \$131,384.45. Accordingly, approximately \$45,383.93 (35% of the
20 Net Settlement Amount) will be paid to the estimated 1,747 Aggrieved Employees on a pro-rata
21 basis based on the number of pay periods each Aggrieved Employee worked during the PAGA
22 Period, and the raw average payment to Aggrieved Employees is estimated at \$26.32. Due to the
23 nature of Defendants' business, Aggrieved Employees are typically short-term employees, and the
24 1,747 Aggrieved Employees collectively worked approximately 19,044 weekly PAGA pay periods,
25 which is approximately 10.9 weeks per Aggrieved Employee.

26 **THE SETTLEMENT WARRANTS APPROVAL**

27 20. Plaintiff's counsel has conducted a thorough investigation into the facts of this case.
28 Based on the foregoing discovery and on their own independent investigation and evaluation,

1 Plaintiff's counsel is of the opinion that the Settlement is fair, reasonable, and adequate.
2 Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
3 appellate risk, the defenses that could be asserted by Defendants on the merits, the Settlement is in
4 the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks,
5 burdens, and the accompanying expense of further litigation. Although the Parties have engaged in
6 a significant amount of investigation, informal discovery, and employee data analysis, they have not
7 participated in substantial formal discovery procedures, including depositions and expert discovery.
8 Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in
9 the wake of any summary judgment ruling. As a result, the Parties would incur considerably more
10 attorneys' fees and costs through trial.

11 21. Based on Plaintiff's counsel's analysis of the time and payroll records provided by
12 Defendants and on information from Plaintiff, Plaintiff's counsel evaluated Defendants' maximum
13 and risk-adjusted potential exposure. Based on Defendants' disclosures, there were approximately
14 1,747 Aggrieved Employees who collectively worked approximately 19,044 pay periods. Plaintiff's
15 counsel's damages valuation utilizes the initial violation rate penalty of in analyzing PAGA
16 penalties because, based on Plaintiff's counsel's investigation, Defendants has not been subject to
17 any prior court judgments or Labor Commissioner order placing it on notice of any violation
18 pertaining to the claims Plaintiff asserted and the heightened subsequent violation penalty does not
19 apply.

20 22. Off-the-Clock Work. Plaintiff alleged that she clocked in and out of her shifts on a
21 timekeeping system called NextCrew; however, Defendants paid Plaintiff based on her scheduled
22 shift time, who was checked in by a shift lead rather than the NextCrew time punches that were
23 optional for employees to record their hours worked, which resulted in a wage discrepancy. Based
24 on Plaintiff's expert's comparative analysis of employees' NextCrew time punches and their actual
25 shift time that was confirmed by a shift lead, there was a wage discrepancy in approximately
26 21.34% of pay periods and underpaid overtime wages in approximately 7.11% of pay periods.
27 Extrapolating to 19,044 pay periods, PAGA penalties for unpaid wages is \$203,217.12 and for
28 unpaid overtime is \$67,739.04. Defendants argued that employees were not required to punch in

1 and out on NextCrew and many employees did not do so, Defendants properly paid employees
2 based on their shift schedule, and Defendants often overpaid employees for time no worked under
3 that methodology because employees can be late or leave work early.

4 23. Meal Period Violations. Plaintiff alleged that her meal breaks were often interrupted
5 by patrons, resulting in on-duty meal period violations. Estimating a 50% violation rate and
6 extrapolating to 19,044 pay periods, PAGA penalties for meal break violations total \$476,100.00. In
7 response, Defendants countered that they maintained compliant meal period policies and practices
8 throughout the PAGA Period and always provided compliant meal periods in line with those
9 policies. Defendants further argued that they paid for meal periods at all times, paid meal period
10 premiums when applicable, and implemented meal period attestations in August 2024 as evidence
11 of their superior meal period compliance practices.

12 24. Rest Period Violations. Plaintiff alleged that her rest breaks were often interrupted by
13 patrons, resulting in on-duty meal period violations. Estimating a 20% violation rate and
14 extrapolating to 19,044 pay periods, PAGA penalties for rest break violations total \$190,440.00. In
15 response, Defendants counter that they maintained compliant rest period policies and practices
16 throughout the PAGA Period and always provided compliant rest periods in line with those policies.
17 Defendants further argued that they implemented rest period attestations in August 2024 as
18 evidence of their superior rest period compliance practices.

19 25. Derivative Wage Statement and Waiting Time Violations. Plaintiff alleged that, as a
20 result of the aforementioned wage violations, Defendants failed to furnish Aggrieved Employees
21 with accurate itemized wage statements in violation of Labor Code § 226(a). Estimating a 50%
22 violation rate by pay period and extrapolating to 19,044 pay periods, PAGA penalties are estimated
23 at \$476,100.00. Plaintiff alleged that, as a result of the aforementioned wage violations, Defendants
24 failed to pay all wages due to formerly employed Aggrieved employees upon their separation of
25 employment in violation of Labor Code §§ 201 and 202. At \$100 per former employee for 873
26 former employees, PAGA penalties are estimated to be \$87,300.00. In response, Defendants points
27 to its substantive defenses on off-the-clock work and meal/rest period claims to argue that these
28 derivative claims will fail with the underlying claims.

1 26. Expense Reimbursement. Plaintiff alleged that Defendants required Plaintiff to use
2 her personal cellphones for work, such as to clock in and out of her shifts using the NextCrew
3 system s. In response, Defendants countered that employees were not required to use their cell
4 phone for business purposes The payroll records show that Defendants began reimbursing
5 employees for cellphone expenses on November 1, 2024, as all employees are now required to use
6 their cell phone for a business purpose. Based on this date, Plaintiff’s counsel estimate
7 approximately 11.11% of the pay periods had a reimbursement violation, and extrapolated to 19,044
8 pay periods, PAGA penalties are estimated to be \$105,789.42.

9 27. Maximum Exposure and Realistic Recovery. Based on the foregoing, Plaintiff’s
10 counsel estimates Defendants’ maximum exposure for PAGA penalties to be approximately
11 \$1,606,685.6, which is approximately 15.56% of the Gross Settlement Amount.

12 28. However, PAGA penalties are subject to discretionary reduction by this Court.
13 Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA
14 penalties where “. . . if, based on the facts and circumstances of the particular case, to do otherwise,
15 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Indeed, courts
16 have affirmed the reduction of PAGA penalties in the past. Here, Defendants argued that based on
17 their compliant policies and practices, their defenses on Plaintiff’s theories of liability on the merits,
18 the Court will significantly reduce any award of PAGA penalties based on its good-faith
19 compliance with the Labor Code.

20 29. Considering Defendants’ defenses on the merits and the potential for the Court to
21 reduce a PAGA penalty award, Plaintiff’s counsel believes there is a 70% risk factor that the Court
22 will find some of the claims in Defendants’ favor and/or exercise its discretion to reduce the PAGA
23 penalty award. Accordingly, applying a 70% discount to the maximum penalty exposure, Plaintiff’s
24 counsel believes the realistic recovery at trial on these claims to be no more than \$482,005.68. The
25 \$250,000.00 settlement is a fair and equitable result and amounts to “genuine and meaningful”
26 relief “consistent with the underlying purpose of the statute to benefit the public” as it represents
27 approximately 51.87% of Plaintiff’s realistic recovery.

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1 **THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED**

2 30. This Settlement is beneficial in that it limits the risk of continued expenses and
3 consumption of time, energy, and resources facing Defendants while at the same time rewarding
4 Plaintiff's counsel for their decision to assume risk by taking on this matter. In fact, prosecution of
5 this action involved significant financial risk for Plaintiff's counsel. Plaintiff's counsel undertook
6 this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiff's counsel
7 undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its
8 conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

9 31. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of
10 \$153,405.00 for 227.9 hours worked by attorneys successfully litigating this matter, which
11 represents a negative 0.54 lodestar multiplier. I have reviewed my firm's lodestar in this matter and
12 believe the charges are reasonable and were reasonably necessary to the conduct of the case.

13 32. The work conducted include, but are not limited to: meetings with Plaintiff and
14 review of documents provided by her; legal research and investigation regarding the Defendants'
15 practices at various points in the litigation; preparation and submission of Plaintiff's PAGA notice
16 letter; preparation of the Complaints and case management conferences; propounding written
17 discovery on Defendants; responding to Defendants' written discovery; numerous meet and confer
18 with Defendants' counsel regarding discovery issues; preparing for and attending an informal
19 discovery conference; preparing for and defending Plaintiff's deposition; preparing for and taking
20 Defendants' PMK deposition; extensive meet and confer correspondence and discussions with
21 Defendants' counsel regarding case management and mediation; analysis of the informal discovery
22 production and preparation of a damages model with the aid of an expert data analyst; research and
23 preparation of Plaintiff's mediation brief and participation in mediation; drafting, negotiating, and
24 reviewing multiple drafts of the Agreement and attachments thereto; preparation, finalization, and
25 filing of the motion for approval and accompanying filings; anticipated preparation for and
26 attendance at the hearing on motion for approval; anticipated monitoring approval of the Settlement
27 and requested award; anticipated overseeing the administration process and distribution of funds;
28 and communications with Plaintiff regarding the case.

33. In assessing the reasonableness of the billing rates for the attorneys at Justice for Workers, P.C., I referred to the “Laffey Matrix” to set our hourly billing rates. *See* <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts throughout the United States, including some California state courts and California Federal District Courts. The Laffey Matrix is a well-established objective source that California courts have relied on in assessing hourly rates since 2005. (*See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 reversed on other grounds.) My associates and I at Justice for Workers, P.C. have extension experience providing class action services, both as defense attorneys and now as plaintiff’s attorneys. When comparing the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill **below** the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15 th Year Attorney)	\$1,019	\$900	76.7	\$69,030
Tiffany L. Luu (6 th Year Attorney)	\$625	\$550	89.4	\$40,645
Joseph C. Ramli (5 th Year Attorney)	\$625	\$500	61.8	\$30,900
Guneez Ibrahim (1 st Year Attorney)	\$508	\$350	12.3	\$4,305

34. Additionally, Plaintiff’s counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiff regarding the case.

35. Plaintiff seeks an enhancement award of \$10,000.00 and I submit that this request is reasonable given Plaintiff’s efforts in this case and the risks Plaintiff undertook on behalf of the State and Aggrieved Employees.

36. On August 31, 2025, I served the LWDA via filing through its online portal at <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with a copy of the fully executed Agreement, Motion for Approval of PAGA Settlement, supporting declarations, and the Proposed Judgment and Order. Enclosed as **Exhibit 5** is a true and correct copy of the LWDA's filing confirmation.

37. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

I declare, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on August 31, 2026 at Los Angeles, California.

Walter J.

William C. Sung

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“**Agreement**”) is made and entered into by and between Plaintiff Amourafina Burton, an individual (hereinafter referred to as “**Burton**” or “**Plaintiff**”), and Kinetic Events, Inc, A California Corporation, (“**Kinetic**”) and Atrium Payroll Services, LLC (“**Atrium**”) (Kinetic and Atrium are collectively referred to as “**Defendants**”). (Plaintiff, Defendants, are collectively as the “**Party**” or “**Parties**”); and they agree as follows:

RECITALS

- A. Plaintiff worked at Defendants from approximately December 2022 to on or around June 14, 2024.
- B. On July 11, 2024, Plaintiff submitted a letter to the California Labor & Workforce Development Agency (**LWDA**) [the agency entitled, under Labor Code section 2699, subd. (i)] providing notice of alleged violations under the California Labor Code.
- C. On September 24, 2024, Plaintiff filed a Representative Private Attorney General Act (“**PAGA**”) Action Complaint in San Francisco County, California, Case No.: CGC-24-618367 (the “**Complaint**” or “**Action**”). Plaintiff claimed: 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 4) Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; and 10) Failure to maintain accurate records (collectively referred to as “**Claims**”).
- D. The Parties discussed the case and exchanged substantive information through informal discovery about Plaintiff’s employment through Discovery, a 20 percent (20%) sampling of the alleged aggrieved employees, and Deposition of Plaintiff. The Parties also participated through a full-day Mediation before mediator Barry Appell on June 25, 2026. Defendants also concluded that there were benefits and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff.
- E. Based on the disputed factual and legal issues involved in the Action, the risks attendant to further defense, the expense and burden of protracted litigation, and Defendants’ desire to put the controversy to rest, Defendants believe that the Settlement on the terms hereinafter set forth is in Defendants’ best interest. With the mediator’s assistance, therefore, the Parties determined that the terms and conditions set forth in this Agreement are fair, adequate, and reasonable. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any Claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants’ defenses in the Action have merit.
- F. Defendants emphatically deny and dispute Plaintiff’s Claims, and the allegations made by Plaintiff in their entirety. Defendants contend they did not violate any Wage & Hour laws as alleged in the Complaint. The Parties agree that this Agreement and the consideration provided herein is not to be construed as an admission of liability on the part of any Party, liability is disputed, and this Agreement arises from compromise.
- G. The Parties now desire to settle any and all disputes between them on the terms set forth in this

Agreement and without any admission of wrongdoing or liability by either Party.

H. The information provided by Defendants, as well as through evaluation of the case, after taking into account the disputed factual and legal issues involved in this Action, and the benefits to be received pursuant to the proposed terms, is in the best interest of the Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, and as full and complete compromise and settlement of any and all claims, the parties agree as follows:

1. All Recitals, **A-H** are incorporated herein by reference.

2. DEFINITIONS.

2.1 "Action" means Plaintiff's Representative Private Attorney General Act ("**PAGA**") Action Complaint filed September 24, 2024, in San Francisco County, California, Case No.: CGC-24-618367 (the "**Complaint**" or "**Action**"). Plaintiff claimed: 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 4) Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; 10) Failure to maintain accurate records.

2.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

2.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

2.4 "Aggrieved Employee" means all current and former non-exempt or hourly paid employees who worked for Defendants in California during the PAGA Period.

2.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

2.6 "Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved

Employees.

- 2.7 “Approval Order” means the Court’s order granting approval of the Settlement.
- 2.8 “Court” means the Superior Court of California, County of San Francisco.
- 2.9 “Defense Counsel” means April S. Glatt (april@chauvellaw.com) and Natalia Canas (natalia@chauvellaw.com).
- 2.10 “Effective Date” means the date by when the Court enters the Order granting Approval of the PAGA Settlement.
- 2.11 “Gross Settlement Amount” (“GSA”) means \$250,000.00 which is the total amount Defendants agrees to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Service Award, and the Administration Expenses Payment.
- 2.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 2.13 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 2.14 “LWDA” means the California Labor and Workforce Development Agency.
- 2.15 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 2.16 “Net Settlement Amount” (“NSA”) means the Gross Settlement Amount, less the Individual Settlement and following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Service Award, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 2.17 “PAGA Counsel” means William C. Sung, Tiffany L. Luu, and Joseph C. Ramli of Justice for Workers, P.C., the attorneys representing the Plaintiff in the Action
- 2.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 2.19 “PAGA Pay Period” means any pay period during which an Aggrieved

Employee worked for Defendants for at least one day during the PAGA Period.

- 2.20 “PAGA Period” means July 11, 2023 through the date the Court grants Approval of the Settlement or September 24, 2026, whichever date is earlier.
- 2.21 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 2.22 “PAGA Notice” means Plaintiff’s July 11, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 2.23 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims.
- 2.24 “Plaintiff” means Amourafina Burton the named plaintiff in the Action.
- 2.25 “Plaintiff’s Service Award” means payment for Plaintiff’s service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff’s name to the Action.
- 2.26 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 2.27 “Released Parties” means Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 2.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 2.29 “Defendants” means named Kinetic Events, Inc, A California Corporation, (“**Kinetic**”) and Atrium Payroll Services, LLC (“**Atrium**”).

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant Kinetic, promises to pay Two Hundred and Fifty Thousand Dollars and Zero Cents (\$250,000.00) and no more as the Gross Settlement Amount. Defendant Kinetic has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount for the Individual Settlement and for those amounts specified by the Court in the Approval Order:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33 1/3%) of the Gross Settlement Amount, which is currently estimated to be \$83,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.2 To Plaintiff. Defendants will not oppose Plaintiff's request for a Service Award in the amount of \$10,000.00 for Plaintiff's service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff's name to the Action. In the event the Court approves a Service Award of less than the requested amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.
- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$11,700.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$11,700.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties of 65% of the Net Settlement Amount are allocated to the LWDA PAGA Payment and 35% of the Net Settlement Amount are allocated to the Individual PAGA Payments.
- 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 1,747 Aggrieved Employees who worked approximately 19,044 of PAGA weekly Pay Periods.

4.1.1 Escalator Clause. In the event the number of PAGA Pay Periods during the PAGA Period increases by more than 15% above 19,044 (i.e., more than 21,901 PAGA Pay Periods), then Defendants shall, at its option, either (a) increase the Gross Settlement Amount proportionally by PAGA Pay Periods in excess of the 15%; or (b) cap the end date of the PAGA Period as of the date the number of Pay Periods reaches but does exceed 15% (the “Escalator Clause”). For example, if the number of PAGA Pay Periods increase by 16% through the PAGA Period, and Defendants elect option (a) set forth above, then the Gross Settlement Amount shall increase by 1%. No later than 14 days after the end of the PAGA Period, Defendants shall verify the number of PAGA Pay Periods, and if the Escalator Clause is triggered, advise Plaintiff of which option it will choose.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator as follows thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, PAGA Counsel Fees Payment, and Plaintiff’s Service Award. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with the explanatory letter, which has been mutually approved by the Parties and is

attached hereto as **Exhibit A** and to be translated into Spanish by the Administrator. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.
- 4.4.3 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Bay Area Legal Aid. If the Court does not approve transmittal of unclaimed funds to Bay Area Legal Aid, then the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

5. RELEASES OF CLAIMS.

- 5.1 **Plaintiff:** Contemporaneous with this Agreement, Plaintiff separately settled her individual claims with Defendants. Defendants deny and do not admit any liability and resolution was for settlement purposes only. Plaintiff fully released Defendants pursuant to a 1542 waiver and agreed that any individual settlement payment is conditioned upon court approval of this PAGA Settlement. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses.
- 5.2 **Aggrieved Employees:** Effective on the date when Defendant Kinetic fully funds the entire Gross Settlement Amount, the LWDA and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator and ensuring that all future court dates are off the court calendar.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM, Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other

than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9. **ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 9.5 No Prior Assignments. The Parties separately represent 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 Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the

basis that the Party was the drafter or participated in the drafting.

- 9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code Section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 9.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure Section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure Section 583.310 for the entire period of this settlement process.

SIGNATURES TO FOLLOW ON NEXT PAGE

The Parties each have read and understand this Agreement and have voluntarily executed this Settlement Agreement on the dates indicated below.

Dated: July 03, 2026

Amourafina Burton

Amourafina Burton, an Individual

KINETIC EVENTS, INC.

Dated: ^{7/6/2026} July __, 2026

Signed by:

Brian Liliquist

560E3DDEBF5B44E...

Brian Liliquist,
Chief Executive Officer

ATRIUM PAYROLL SERVICES, LLC

DocuSigned by:

John Liscinsky

531F570DA8104A8...

Dated: ^{7/7/2026} July __, 2026

~~Lisa Miller, An Authorized Representative~~
John Liscinsky, CFO, Finance

EXHIBIT A

Re: *Payment from Burton v. Kinetic Events, Inc., et al.*

Superior Court of California for County of San Francisco
Case No. CGC-24-618367

SIMID
Name
Address

Dear NAME:

Enclosed, please find a check made payable to you for \$. This is your payment from the settlement of the lawsuit titled *Burton v. Kinetic Events, Inc., et al.*, Case No. CGC-24-618367, in the Superior Court of California for the County of San Francisco (the “Action”).

The Action was filed against Kinetic Events, Inc. and Atrium Payroll Services, LLC (“Defendants”), and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Amourafina Burton (“Plaintiff”), a former employee of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on DATE, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. By agreeing to this settlement, Defendants do not admit that they are liable in any way to current or former employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Administrator to the non-profit Bay Area Legal Aid [If the Court does not approve transmittal of unclaimed funds to Bay Area Legal Aid, then the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee]. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California are bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only.

The release includes all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period of July 11, 2023 through [the date the Court grants Approval of the Settlement or September 24, 2026, whichever date is earlier], including claims for alleged

violations of 1) Failure to Pay Minimum Wage; 2) Failure to Provide Meal Periods; 3) Failure to Provide Rest Breaks; 4) Failure to Indemnify; 5) Failure to Provide Accurate Itemized Wage Statements; 6) Failure to Pay Wages When Employment Ends; 7) Failure to Reimburse Business Expenses; 8) Failure to provide Sick Leave 9) Failure to pay all earned wages at least twice each month; 10) Failure to maintain accurate records.

TAX TREATMENT: This notice does not constitute tax advice. You are encouraged to consult with a qualified tax professional regarding the tax treatment of this payment. Civil penalties may be subject to different tax treatment than wage payments or compensatory damages. A Form 1099 will be issued separately in accordance with applicable tax reporting requirements. If you have any questions, you can contact ILYM, the Administrator, at (____) ____-_____.

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

July 11, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
<https://dir.tfaforms.net/308>

**Re: *Amourafina Burton v. Kinetic Events, Inc., et al.*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Amourafina Burton ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Kinetic Events, Inc. ("Kinetic") and Atrium Payroll Services, LLC ("Atrium") (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendant Kinetic provides event staffing for trade shows, festivals, events, conventions and brand activations in California and is headquartered in San Francisco, California. Defendant Atrium is a staffing agency. Defendant Atrium employed Plaintiff and placed her to work for Defendant Kinetic, and Defendant Kinetic employed Plaintiff, as an event staff at events staffed by Defendant Kinetic from December 2022 to June 14, 2024 at various locations, including in San Francisco and Palo Alto. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees, whether directly hired or through a staffing agency, who worked for Defendant Kinetic within the State of California as an event staff, brand ambassador, or similar position.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and applicable IWC Wage Orders.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, including unlawful rounding, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks, including unlawful rounding.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, including unlawful rounding of meal period punches.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than

those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, using their personal cellphones to clock in and out of their shifts and communicate with Defendants regarding work, home internet and personal computer devices to communicate with Defendants regarding work, and use their personal vehicles to travel to and from events.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
9575 Bolsa Avenue
Westminster, CA 92683
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Kinetic Events, Inc.
c/o Erik Lillquist
Agent for Service of Process
845 Market St. Suite #450
San Francisco, CA 94103

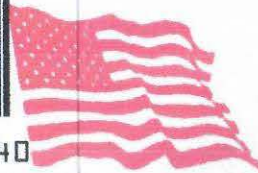
Atrium Payroll Services, LLC
c/o Registered Agent Solutions, Inc.
Agent for Service of Process
720 14th Street
Sacramento CA, 95814

JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

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US POSTAGE

Kinetic Events, Inc.
c/o Erik Lillquist
Agent for Service of Process
845 Market St. Suite #450
San Francisco, CA 94103

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$8.69
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Sent to
Kinetic Events, Inc.
Street and Apt. No., or PO Box No.
845 Market St. Suite #450
City, State, ZIP+4®
San Francisco CA 94103

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE, FOLD AT DOTTED LINE
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kinetic Events, Inc.
c/o Erik Lillquist
Agent for Service of Process
845 Market St. Suite #450
San Francisco, CA 94103



9590 9402 8702 3310 1890 64

2. Article Number (Transfer from service label)

9589 0710 5270 0409 4291 40

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
(00)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$ 8.69
 Total Postage and Fees \$ 8.69

Postmark
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Send To
 Street and Apt. No. or PO Box No.
 Atrium Payroll Services, LLC
 720 14th Street
 City, State, ZIP+4®
 Sacramento CA, 95814

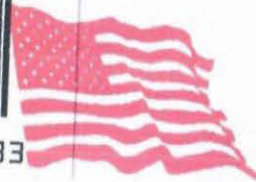
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

JUSTICE FOR WORKERS, P.C.
 3600 Wilshire Blvd Ste 1815
 Los Angeles, CA 90010

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 07/11/2024 ZIP 92683
 044K3321 2708

US POSTAGE

Atrium Payroll Services, LLC
 c/o Registered Agent Solutions, Inc.
 Agent for Service of Process
 720 14th Street
 Sacramento CA, 95814

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT BOTTOM LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Atrium Payroll Services, LLC
c/o Registered Agent Solutions, Inc.
Agent for Service of Process
120 14th Street
Sacramento CA, 95814



9590 9402 8702 3310 1890 57

2. Article Number (Transfer from service label)

9589 0710 5270 0409 4291 33

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

Mail

Mail Restricted Delivery

(0)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.
Date: Thursday, July 11, 2024 at 9:56:12 AM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: William Sung

7/11/2024

LWDA Case No. LWDA-CM-1039023-24
Law Firm : Justice for Workers, P.C.
Plaintiff Name : Amourafina Burton
Employer: Kinetic Events, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung, SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

3 E-Mail: tluu@justiceforworkers.com

9575 Bolsa Avenue

4 Westminster, CA 92683

Tel: 323-922-2000

5 Fax: 323-922-2000

6 Attorneys for Plaintiff AMOURAFINA BURTON

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN FRANCISCO**

10 **CGC-24-618367**

11 AMOURAFINA BURTON, an individual and
12 on behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 KINETIC EVENTS, INC., a California
16 corporation; ATRIUM PAYROLL
17 SERVICES, LLC, a New York limited liability
company; and DOES 1 through 50,

18 Defendants.

Case No.:

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
et seq.)**

1 Plaintiff AMOURAFINA BURTON (“Plaintiff”), on behalf of herself as an aggrieved
2 employee, the State of California, and other aggrieved employees, hereby brings this Representative
3 Action Complaint (“Complaint”) against Defendants KINETIC EVENTS, INC., a California
4 corporation; ATRIUM PAYROLL SERVICES, LLC, a New York limited liability company; and
5 DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff brings this Complaint for recovery of civil penalties under the California
8 Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), for Defendants’
9 violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 4-2001
10 (“Wage Order 4”), including Labor Code §§ 201-204, 226, 226.7, 246, 432, 510, 512, 516, 558,
11 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802. This Court has jurisdiction over
12 Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including San Francisco County, and
15 some of the acts and omissions complained of herein occurred in San Francisco County.
16 Furthermore, Plaintiff was employed by Defendants within San Francisco County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 246,
23 432, 510, 512, 516, 558, 558.1, 1182.12, 1174, 1194, 1194.2, 1197, 1198, 1198.5, 2802, and Wage
24 Order 4.

25 4. Plaintiff is informed and believes, and based thereon alleges, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engaged in and continue to engage in business, and employed Plaintiff and other,
28 similarly-situated non-exempt employees within San Francisco County, and the State of California

1 and, therefore, were (and are) doing business in San Francisco County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
6 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful
9 employment practices, wrongs, injuries, and damages complained of herein.

10 6. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 8. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 9. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

27 **FACTUAL ALLEGATIONS**

28 10. Defendant Kinetic provides event staffing for trade shows, festivals, events,

1 conventions and brand activations in California and is headquartered in San Francisco, California.
2 Defendant Atrium is a staffing agency. Defendant Atrium employed Plaintiff and placed her to
3 work for Defendant Kinetic, and Defendant Kinetic employed Plaintiff, as an event staff at events
4 staffed by Defendant Kinetic from December 2022 to June 14, 2024 at various locations, including
5 in San Francisco and Palo Alto. The “aggrieved employees” that Plaintiff seeks civil penalties on
6 behalf of are all current and former hourly-paid or non-exempt employees, whether directly hired or
7 through a staffing agency, who worked for Defendant Kinetic within the State of California as an
8 event staff, brand ambassador, or similar position.

9 11. Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to
10 employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The
11 applicable Wage Order defines “hours worked” as “the time during which an employee is subject to
12 the control of an employer, and includes all the time the employee is suffered or permitted to work,
13 whether or not required to do so.” See §2 of all applicable Wage Orders. Therefore, employers are
14 required to pay employees for all time spent subject to the control of the employer and all time the
15 employee is suffered or permitted to work. During the relevant time period, Defendants required
16 Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out,
17 and/or during off-the-clock meal breaks, including unlawful rounding, and failed to compensate
18 aggrieved employees for this time.

19 12. Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double
20 time overtime wages, and make it unlawful to work employees for hours longer than eight hours in
21 one day and/or over forty hours in one week without paying the premium overtime rates at one-and-
22 one-half times or double the regular rate of pay, including additional remuneration. During the
23 relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day
24 and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out,
25 and/or during off-the-clock meal breaks, including unlawful rounding.

26 13. Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an
27 employee one additional hour of pay at the employee's regular rate of compensation for each meal
28 or rest period that is not provided. During the relevant time period, Defendants required Plaintiff

1 and other aggrieved employees to work during meal and rest periods and failed to compensate them
2 properly and at the regular rate of compensation for non-compliant meal and rest periods including,
3 inter alia, short, late, interrupted, and missed meal and rest periods, including unlawful rounding of
4 meal period punches.

5 14. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the
6 wages earned and unpaid at the time of discharge are due and payable immediately, and if an
7 employee quits his or her employment, his or her wages shall become due and payable not later than
8 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
9 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
10 quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved
11 employees all wages due to them within any time period specified by Labor Code §§ 201 and 202,
12 including earned and unpaid minimum, overtime, and premium wages as discussed above.

13 15. Labor Code § 204 requires that all wages earned by any person in any employment
14 between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due
15 upon termination of an employee, are due and payable between the 16th and the 26th day of the
16 month during which the labor was performed, and that all wages earned by any person in any
17 employment between the 16th and the last day, inclusive, of any calendar month, other than those
18 wages due upon termination of an employee, are due and payable between the 1st and the 10th day
19 of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of
20 the normal work period shall be paid no later than the payday for the next regular payroll period.
21 During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees
22 all wages due to them within any time period specified by Labor Code § 204, including earned and
23 unpaid minimum, overtime, and premium wages as discussed above.

24 16. Labor Code § 226 requires employers to make, keep and provide complete and
25 accurate itemized wage statements to their employees. During the relevant time period, Defendants
26 did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage
27 statements. The wage statements they received from Defendants were in violation of Labor Code §
28 226(a). The violations include, but are not limited to, the failure to include the total hours worked,

1 including time spent working off the clock and during meal and rest periods, failure to state the
2 correct gross and net wages earned for all time worked, and failure to state all applicable hourly
3 rates in effect during the pay period and the corresponding number of hours worked at each hourly
4 rate by the employee.

5 17. Labor Code § 1174 requires an employer to keep, at a central location in the state or
6 at the plants or establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
8 applicable piece rate paid to, employees employed at the respective plants or establishments. These
9 records shall be kept with rules established for this purpose by the commission, but in any case shall
10 be kept on file for not less than two years. During the relevant time period, Defendants failed to
11 keep accurate and complete payroll records showing the actual hours worked daily and the wages
12 earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum,
13 overtime, and premium wages as discussed above.

14 18. Labor Code § 2802 requires an employer to reimburse its employee for all necessary
15 expenditures incurred by the employee in direct consequence of the discharge of his or her job
16 duties or in direct consequence of his or her obedience to the directions of the employer. During the
17 relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related
18 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to,
19 using their personal cellphones to clock in and out of their shifts and communicate with Defendants
20 regarding work, home internet and personal computer devices to communicate with Defendants
21 regarding work, and use their personal vehicles to travel to and from events.

22 19. On or about July 17, 2024, Plaintiff notified Defendants via certified mail, and
23 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
24 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
25 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
26 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying
27 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,
28 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has

1 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act
2 with respect to these violations.

3 **FIRST CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **(Against All Defendants)**

6 20. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
7 fully set forth herein.

8 21. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
9 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, “Aggrieved
10 Employees”), brings this representative action against Defendants to recover the civil penalties due
11 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
12 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
13 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
14 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
15 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
16 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
17 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
18 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
19 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
20 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
21 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
22 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
23 Code for which no civil penalty is specifically provided, based on the following Labor Code
24 violations:

25 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
26 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;

27 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
28 of Labor Code §§ 204, 510, 558, 1194, and 1198;

1 c. Failing to provide all legally required meal periods, and failure to pay meal period
2 premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor
3 Code §§ 226.7, 512, 558, and 1198;

4 d. Failing to authorize and permit all legally required rest periods, and failure to pay
5 rest period premium wages, to Aggrieved Employees at the regular rate of compensation in
6 violation of Labor Code §§ 226.7, 516, 558, and 1198;

7 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
8 statements in violation of Labor Code § 226;

9 f. Failing to timely pay all final wages and compensation earned by Aggrieved
10 Employees at the time of separation in violation of Labor Code §§ 201-202;

11 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
12 violation of Labor Code § 2802;

13 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
14 Code § 246;

15 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
16 calendar month in violation of Labor Code § 204; and

17 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
18 of Labor Code §§ 1174 and 1198.

19 22. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
20 under California Labor Code § 2699(g).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
23 this suit is brought against Defendants, as follows:

24 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
25 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
26 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
27 pay each employee and \$200 for each subsequent violation or willful or intentional violation
28 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the

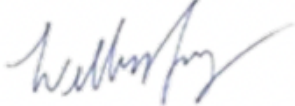
1 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
2 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
3 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
4 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
5 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
6 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
7 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
8 subsequent violation per employee per pay period for those violations of the Labor Code for which
9 no civil penalty is specifically provided;

10 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
11 2699(g) and Code of Civil Procedure § 1021.5; and

12 3. For such other and further relief, the Court may deem just and proper.

13
14 DATED: September 24, 2024

JUSTICE FOR WORKERS, P.C.

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16 By: 

17 William C. Sung

18 Tiffany L. Luu

19 Attorneys for Plaintiff AMOURAFINA BURTON
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EXHIBIT 4



Amourafina Burton v. Kinetic Events
San Francisco Superior Court, Case No.: CGC-24-618367

Date	Description of Cost Item	Invoice #	Amount
7/11/24	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1039023-24	\$75.00
7/11/24	Certified Mail Fee for Service of PAGA Letter and LC Request to Def Kinetic	9589 0710 5270 0409 4291 40 (Kinetic)	\$8.69
7/11/24	Certified Mail Fee for Service of PAGA Letter and LC Request to Def Atrium	9589 0710 5270 0409 4291 19 (Atrium)	\$8.69
8/2/24	Certified Mail Fee for Service of PAGA Letter and LC Request to Def Kinetic	9589 0710 5270 1741 2734 77 (Kinetic)	\$9.64
9/24/24	e-Filing and Initial Appearance for Complaint	10455155	\$462.21
9/25/24	e-Filing Fee for Issued Summons	10456794	\$14.16
9/25/24	e-Filing Fee for Application for Approval of Complex Lit Designation	10463854-01	\$14.16
9/25/24	Statutory Fee for Application for Approval of Complex Lit Designation	10463854-02	\$66.95
9/25/24	e-Filing Fee for Application for Approval of Complex Lit Designation	10465334	\$75.96
10/4/24	Service of Process Fee to Serve Def.	10520267	\$82.40
10/7/24	e-Filing Fee for Proof of Service	10520267-01	\$14.16
10/22/24	e-Filing Fee for Notice and Acknowledgment of Receipt	10624356	\$14.16
11/18/24	e-Filing Fee for Notice of Initial Case Management Conference and Order Granting Complex Designation	10789632	\$14.16
1/8/25	e-Filing Fee and Courtesy Copy Delivery Fees for Joint Case Management Conference Statement	75151184	\$108.71
4/15/25	Statutory Fee for Joint Stipulation to Continue Case Management Conference	N/A	\$20.00
5/5/25	Stip/Order + Complex Litigation Fee	202504125677601.00	\$1,071.53
8/4/25	e-Filing Fee and Courtesy Copy Delivery Fee for Plaintiff's Opposition to Defendant's Motion to Bifurcate	2.03E+14	\$77.21
10/23/25	Plaintiff's Court Reporter Deposition Fee	25411	\$800.00
11/4/25	Service Fee for Plaintiff's Discovery Requests to Defendant	2.03E+14	\$18.40

1/22/26	e-Filing Fee and Courtesy Copy Delivery Fee for Joint Case Management Conference Statement	2.03E+14	\$54.96
2/20/26	Plaintiff's Deposition Transcript Fee	26057	\$600.00
3/31/26	Kinetic's PMK Deposition Transcript Fee	2582355	\$1,283.00
4/22/26	e-Filing Fee and Courtesy Copy Delivery Fee for Joint Stipulation to Continue CMC	79130932	\$72.25
6/4/26	Plaintiff's Fee for Expert Data Analyst	1999	\$500.00
6/25/26	Plaintiff's Share of Mediation Fee	N/A	\$7,825.00
Estimated Future Cost	e-Filing Fee and Courtesy Copy Delivery Fee for Motion for Approval of PAGA Settlement	N/A	\$146.32
Estimated Future Cost	e-Filing Fee and Courtesy Copy Delivery Fee for Supplemental Brief and/or Amended Proposed Order	N/A	\$72.25
Estimated Future Cost	e-Filing Fee and Courtesy Copy Delivery Fee for Declaration re Distribution	N/A	\$72.25
		TOTAL	\$13,582.22

EXHIBIT 5