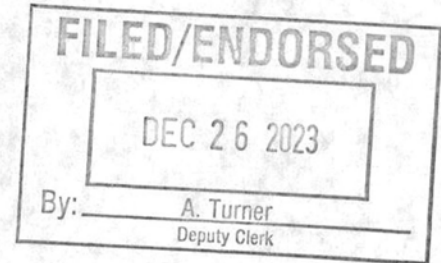


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5 on behalf of herself and similarly situated employees

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

15 KALI BATES and MICHAEL JOHNSON,
16 individually and on behalf of all other
17 similarly situated employees,
18 Plaintiffs,
19 vs.
20 MVP EVENT PRODUCTIONS, LLC, and
21 LEGENDS HOSPITALITY, LLC; DOES 1 to
22 20, inclusive,
23 Defendants.

Case No. 34-2022-00317653

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

CLASS ACTION

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

Reservation No. A-317653-001

Date: January 19, 2024
Time: 9:00 a.m.
Dept.: 27
Judge: Hon. Jill Talley

Filed: May 18, 2022
FAC Filed: October 25, 2022
Trial Date: None Set

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

Dated: December 21, 2023

Shimoda & Rodriguez Law, PC

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

EXHIBIT A

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

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

24 Plaintiffs,

25 vs.

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

28 Defendants.

Case No.: 34-2022-00317653

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

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

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

6 **1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 1.13 "Complaint" means the operative Complaint on file in the Action with the Court.

2 1.14 "Court" means the Sacramento County Superior Court.

3 1.15 "Defendant" means Defendant Legends Hospitality, LLC as named by Plaintiffs Kali Bates
4 and Michael Johnson in the Complaint, and its past, present and/or future, direct and/or indirect, officers,
5 directors, members, managers, employees, agents, principals, heirs, representatives, attorneys, insurers,
6 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
7 predecessors, successors, assigns, and joint venturers. This definition does not include MVP Event
8 Productions, LLC or any of its owners, directors, officers, or managing agents.

9 1.16 "Defendant's Counsel" means K&L Gates LLP.

10 1.17 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
11 Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit
12 of Class Members, which is in addition to any Claim Amount paid to the Class Representatives as
13 Participating Class Members or Aggrieved Employees.

14 1.18 "Effective Date" means the date that all of the following events have occurred: (i) the Court
15 has entered an Order and Judgment approving the Settlement; and (ii) the later of the following events: (A)
16 when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has
17 elapsed without any appeal, writ or other appellate proceeding having been filed; (B) when any appeal,
18 writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively
19 with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding
20 has upheld the Court's Order and Judgment with no right to pursue further remedies or relief. If the Court
21 declines to approve the Settlement or the Effective Date otherwise fails to occur, the entire Settlement is
22 deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations,
23 statements, proceedings, and data relating thereto shall be protected by California Evidence Code §1152
24 and shall be without prejudice to the rights of any of the Parties.

25 1.19 "Final Approval Date" means the date a signed order granting final approval of this
26 Agreement is filed with the Court.

27 1.20 "Gross Settlement Amount" is the sum of One Hundred Seventy-Five Thousand Dollars
28 and No Cents (\$175,000.00).

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

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

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

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

10 1.25 "PAGA" means Private Attorneys General Act.

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

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

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

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

20 1.30 "Parties" mean Defendant and Plaintiffs.

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

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

28 //

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

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

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

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

1 c. Any and all other claims under California common law, the California Labor Code, and
2 federal law, including, but not limited to, the Fair Labor Standards Act, California Industrial
3 Welfare Commission Wage Orders, and the California Business and Professions Code,
4 alleged in or that could have been alleged, reasonably arise out of, or reasonably relate to
5 the facts or allegations pleaded in the operative Complaint. In addition, to the extent
6 required by law, the cashing of the settlement check by the Participating Class Member shall
7 be deemed to be an opt-in for purposes of releasing Released Parties from any claims
8 predicated under the FLSA that could have been alleged under the same or similar facts or
9 allegations pleaded in the Lawsuit. The Settlement Administrator shall include a legend on
10 the settlement check stating, "By cashing this check, I am opting into the settlement in *Bates,*
11 *et al. v. Legends Hospitality, LLC*, Sacramento County Superior Court, Case No. 34-2022-
12 00317653-CU-OE-GDS, under FLSA, 29 U.S.C. § 216(b), and releasing the Released
13 Claims described in the Settlement Agreement."

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

17 1.36 "Released PAGA Claims" means any and all PAGA claims that could have been asserted
18 under the California Labor Code Private Attorneys General Act of 2004 that reasonably arise out of or
19 reasonably relate to the factual allegations in the operative Complaint in this Action or any PAGA notices
20 submitted by Plaintiffs to the LWDA, for the PAGA Period. Aggrieved Employees cannot opt out of
21 Released PAGA Claims.

22 1.37 "Released Parties" means Defendant Legends Hospitality, LLC, and any of its/their past,
23 present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as
24 each of its or their past, present and future officers, directors, employees, partners, members, shareholders
25 and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with
26 Defendant. Released Parties shall not include Defendant MVP Event Productions, LLC or any of its
27 owners, directors, officers, or managing agents. However, for avoidance of doubt, the Parties agree that
28 the Released Class Claims and Released PAGA Claims shall operate in full force and effect with respect

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

3 **2. DESCRIPTION OF THE LITIGATION**

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

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

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

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

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

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

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

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

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

27 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
28 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed

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

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

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

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

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

14 **4. SCOPE OF THE CLASS**

15 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
16 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
17 1.9 and all Aggrieved Employees as defined in Section 1.2. However, Class Members shall not include
18 any Class Members who submit valid and timely requests to opt-out of the Settlement of Released Class
19 Claims, as set forth in Section 7.5.1.

20 4.2 Only Participating Class Members and Participating Aggrieved Employees are entitled to
21 receive a check in the form of a Settlement Amount under this Agreement.

22 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
23 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
24 did not appear on the class list provided to the Claims Administrator prior to mailing, may submit a request
25 for inclusion to the Claims Administrator. The request must contain all of the following information: (a)
26 the full name and Social Security Number of the individual making the request; (b) the name used by such
27 employee as of the time his or her employment with MVP Event Staffing, LLC or staffing with Defendant
28 ended; (c) the individual's dates of staffing with Defendant; and (d) a return address to which a response

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

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

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

22 5. TERMS OF THE SETTLEMENT

23 The Parties agree as follows:

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

1 Members, Participating Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to
2 the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement,
3 administering the Agreement (including Claims Administrator Costs), and obtaining final approval of the
4 Agreement, the Enhancement Payment to the Class Representatives and the PAGA Payment. The Gross
5 Settlement Amount is the maximum amount Defendant shall be required to pay under this Agreement, with
6 the only exceptions being if Defendant elects to increase the Gross Settlement Amount according to section
7 10.1 of this Agreement and any monies necessary to satisfy Defendant's tax obligations (e.g., employer
8 FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class
9 Members will be paid in addition to the Gross Settlement Amount.

10 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
11 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has
12 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
13 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
14 exceed \$20,000.00, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not
15 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
16 exceed the \$20,000.00 threshold. The Claims Administrator will issue Class Counsel an IRS Form 1099
17 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
18 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
19 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
20 a pro rata basis.

21 5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross
22 Settlement Amount and shall not exceed \$25,000.00. The difference between any actual costs and the
23 allocated \$25,000.00 shall be added to the Net Settlement Amount to be distributed to Participating Class
24 Members on a pro rata basis.

25 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for
26 an Enhancement Payment to each of the Class Representatives in an amount not to exceed Ten Thousand
27 Dollars and No Cents (\$10,000.00) to compensate for the risks, time, and expense of their involvement in
28 the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16 **6. RELEASE**

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

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

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

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

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

20 **7. SETTLEMENT ADMINISTRATION**

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

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

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

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

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

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

1 7.5 Responses to Notice of Settlement:

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

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

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

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

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

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

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

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

17 7.8 Claims Administrator Payments to Participating Class Members, Class Counsel and
18 Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the
19 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
20 Plaintiffs, the PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate
21 the final Net Settlement Amount, the final Claim Amounts for Participating Class Members and/or
22 Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class
23 Counsel and Defendant's Counsel. Defendant shall wire the Gross Settlement Amount and applicable taxes
24 necessary to fund the Settlement as described in Section 5.1 to the Claims Administrator within twenty-
25 one (21) calendar days after the Effective Date to be to be held in trust in a QSF. Within seven (7) calendar
26 days after Defendant fund the settlement, the Claims Administrator shall deliver payment of Class
27 Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiffs, the 75% portion of
28

1 the PAGA Payment payable to the LWDA, Claims Administrator Costs, and payment to Participating Class
2 Members and/or Aggrieved Employees as required under this Agreement and approved by Court.

3 7.8.1 The Claims Administrator shall wire the Court-approved attorneys' fees and costs
4 to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the
5 Claims Administrator with the pertinent taxpayer identification number and payment instructions after the
6 Final Approval Date.

7 7.8.2 The Claims Administrator shall send a check by mail for the Court-approved
8 Enhancement Payment to the Class Representatives, care of Class Counsel unless another method is
9 requested by Class Counsel.

10 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
11 Claim Amount.

12 7.8.4 The Claims Administrator shall remit and report the applicable portions of the
13 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
14 Agreement. Defendant agrees to reasonably cooperate with the Claims Administrator to the extent
15 necessary to determine the amount of the payroll tax payment required.

16 7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue
17 Claim Amounts to Participating Class Members and Aggrieved Employees in the form of a check, which
18 shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance.
19 After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all
20 uncashed checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall
21 deliver these funds within fourteen (14) calendar days after the check cashing deadline.

22 7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration:
23 Within twenty-one (21) days after the last day for Participating Class Members and Aggrieved
24 Employees to cash their settlement checks, the Claims Administrator shall provide Class Counsel and
25 Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed
26 report regarding the settlement administration documenting that all payments under the Agreement have
27 been made, that the Court's final approval order has been complied with, and that all the obligations of
28 the Claims Administrator have been completed.

1 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

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

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

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

13
14 **9. DUTIES OF THE PARTIES**

15 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
16 motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this
17 Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class
18 action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of
19 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
20 be requested by the Court relating to, or that are otherwise necessary to the approval and implementation
21 of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement
22 purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to
23 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
24 approval. Within one week of signing this Agreement, Class Counsel shall provide a draft of the
25 Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or
26 proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class
27 Counsel. With regard to the final approval documents, a similar one-week maximum review and response
28 time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this

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

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

15 9.1.2 Defendant shall not oppose Plaintiffs' motion for approval of the proposed
16 Agreement.

17 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
18 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
19 appropriate to assure effective communication to individual Class Members of information about their
20 rights and obligations under this Agreement.

21 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
22 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
23 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
24 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing, emailing,
25 and/or publishing the Notice of Settlement and Claim Form required to be mailed to Class Members by
26 this Agreement, and of the delivery results of the Settlement Administrator's mailings and emails, including
27 tracing and re-mailing efforts. The Settlement Administrator declaration shall identify, by name, any Class
28 Member who submitted a timely and valid request to opt out during the Notice Period.

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

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

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

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

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

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

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

4 **10. MISCELLANEOUS TERMS**

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

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

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

13 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
15 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
16 and discharged by the Party in this Agreement.

17 10.4 Waiver of Appeal and Ability to Opt Out: Provided the Judgment is consistent with the
18 terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class
19 Members who did not object to the Settlement as provided in this agreement, waive all rights to appeal
20 from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions
21 to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
22 include any waiver of the right to oppose such motions, writs or appeals. Furthermore, by signing this
23 Agreement, Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period
24 or otherwise and Plaintiffs are deemed to have submitted a valid Claim Form to become a Participating
25 Class Member. Further, the Court's failure to approve requested attorney's fees and costs, or the
26 Enhancement Payment to named Plaintiffs, shall not be grounds for Plaintiffs to opt out or appeal approval
27 of this Agreement.

28 //

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

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

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

19 10.8 No Admission of Liability: This Agreement represents a compromise and settlement of
20 highly disputed claims. Neither the acceptance nor the performance by Defendant of the terms of this
21 Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as,
22 or deemed to be, an admission by Defendant of the truth of any of the allegations in the operative
23 Complaint, the representative character of the Action, the validity of any of the claims that were or could
24 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of
25 Defendant in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
26 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members,
27 or any other person, and Defendant specifically disclaim any liability, culpability, negligence, or
28

1 wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered
2 into this Stipulation with the intention to avoid further disputes and litigation.

3 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
4 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
5 third business day after mailing by United States certified mail, return receipt requested, addressed as
6 follows:

7 To Plaintiffs and the Class:

8 Galen T. Shimoda
9 Justin P. Rodriguez
10 Brittany V. Berzin
11 Shimoda & Rodriguez Law, PC
12 9401 East Stockton Blvd., Suite 120
13 Elk Grove, CA 95624

14 Timothy B. Del Castillo
15 Lisa L. Bradner
16 Castle Law: California Employment Counsel, PC
17 2999 Douglas Blvd., Suite 180
18 Roseville, CA 95661

19 To Defendant Legends Hospitality, LLC:

20 Eugene Ryu
21 Penny Chen Fox
22 Alison Hamer
23 K&L Gates LLP
24 10100 Santa Monica Blvd., 8th Floor
25 Los Angeles, CA 90067

26 10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of
27 this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that
28 this Agreement shall not be construed in favor of or against any party by reason of the extent to which any
party or its counsel participated in the drafting of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

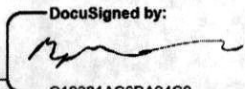
19 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
20 attorneys, as of the day and year herein set forth.

21 **For Plaintiffs:**

22 Date: _____

_____ Kali Bates

24 Date: 12/21/2023
25 _____

DocuSigned by:

_____ Michael Johnson
C19381AC6BA94C9...

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

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

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11 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
12 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.


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

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

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

21 **For Plaintiffs:**

22 Date: December 21, 2023



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

24 Date: _____

Michael Johnson

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For Defendant:


Date: _____

By: _____
For Legends Hospitality, LLC

APPROVED AS TO FORM

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

Dated: December 21, 2023

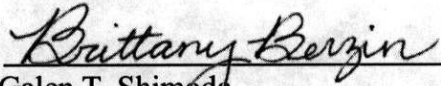
By: 

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

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 12/21/2023

By: 

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

APPROVED AS TO FORM

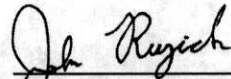
K&L GATES LLP

Dated: _____

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

1 **For Defendant:**

2 Date: December 22, 2023



3 By: John Ruzich
4 For Legends Hospitality, LLC

5
6 APPROVED AS TO FORM

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

7
8 Dated: _____

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

13 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

14
15 Dated: _____

16 By: _____
17 Galen T. Shimoda
18 Justin P. Rodriguez
19 Brittany V. Berzin
20 Attorney for Plaintiffs and Aggrieved
21 Employees

19 APPROVED AS TO FORM

K&L GATES LLP

20
21 Dated: _____

22 By: _____
23 Eugene Ryu
24 Penny Chen
25 Alison Hamer
26 Attorney for Defendant

1 **For Defendant:**

2 Date: _____

3 By: _____
4 For Legends Hospitality, LLC

5
6 APPROVED AS TO FORM

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

7
8 Dated: _____

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

15 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

16 Dated: _____

17 By: _____
18 Galen T. Shimoda
19 Justin P. Rodriguez
20 Brittany V. Berzin
21 Attorney for Plaintiffs and Aggrieved
22 Employees

23 APPROVED AS TO FORM

K&L GATES LLP

24 Dated: 12/21/2023

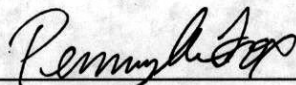
25 By: 
26 Eugene Ryu
27 Penny Chen
28 Alison Hamer
Attorney for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

Defendants.

Case No. 34-2022-00317653

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

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

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

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

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

If you believe the information provided above as to the number of your Qualifying Workweeks is incorrect and wish to dispute it, please contact the Claims Administrator at [redacted], no later than [Date].

TO RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT, YOU MUST FILL OUT THE ENCLOSED CLAIM FORM AND MAIL IT TO THE CLAIMS ADMINISTRATOR OR UPLOAD IT TO THE CLAIMS ADMINISTRATOR'S WEBSITE ON OR BEFORE [DATE].

I. WHAT IS THIS CASE ABOUT?

Kali Bates and Michael Johnson were formerly staffed to perform work for Legends Hospitality, LLC by MVP Event Productions, LLC and are the "Plaintiffs" in this lawsuit. They are suing on behalf of themselves and Class Members. The term "Action" means this putative class action and Private Attorneys General Act of 2004 ("PAGA") representative action pending in Sacramento County Superior Court, Case No. 34-2022-00317653. The Agreement applies to all Class Members, which are defined as all individuals who

were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee or independent contractor, at any time from April 1, 2018 up to December 22, 2023 ("Class Period"). The Agreement also applies to Aggrieved Employees, which are defined as all individuals who were staffed to Legends Hospitality, LLC by MVP Event Productions, LLC and performed work for Legends Hospitality, LLC, whether as an employee or independent contractor, at any time from March 23, 2021 up to December 22, 2023 ("PAGA Claim Period").

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

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

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

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

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Settlement Amount

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

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

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

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

allocations for the PAGA claims.

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

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

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

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

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

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

D. Class Member Tax Matters

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

E. Release of Claims

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

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

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

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

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

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

III. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?

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

If you wish to receive your share of the Net Settlement Amount, you must complete and return the enclosed Claim Form post marked to [admin mail address] or uploaded to the Claims Administrator's website at [admin web address] no later than [date]. If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Net Settlement Amount no earlier than [date]. Upon the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiffs and Participating Class Members and Participating Aggrieved Employees will be bound by the release of claims identified above. Failure to timely submit a Claim Form without opting out of the Settlement will cause you to be bound by release of claims identified above, but you will not receive any share of the Net Settlement Amount.

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

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

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

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

[admin info]

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

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

Option 4 - Object to the Settlement

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

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

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and each Aggrieved Employee will release Defendant and the Released Parties from the Released Class Claims and Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these

releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department ____, [address] on [date] at [time] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the Claims Administrator Costs, and the Class Representatives' Enhancement Payments. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing, but you are welcome to do so.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Claims Administrator's website: [admin web address]. All questions by Class Members regarding this Notice of Proposed Class Action Settlement and/or the Settlement should be directed to the Claims Administrator:

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

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number] OR VISIT [Claims Administrator web address]

BY ORDER OF THE COURT

Exhibit 2

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

You must complete and return this Claim Form by either first-class mail to the Claims Administrator at the address below or [insert website submission option] on or before [DATE] to be eligible to receive your Claim Amount under the Agreement. To be considered timely, the Claim Form must be postmarked or uploaded to the website by [DATE]. Incomplete and/or late Claim Forms will be rejected. Your decision to submit or not submit this Claim Form will not affect your employment in any way.

MAIL TO:
[address]

INSTRUCTIONS

(1) Please provide the following information:

Full Social Security Number:

_____ - _____ - _____

Full Name:

Job title:

Your Address:

Location(s) you worked at for Legends Hospitality:

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

() _____

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

Area Code Home Telephone Number

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

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

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

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

(Sign your name here)

Date

EXHIBIT B

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

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12 SUPERIOR COURT OF CALIFORNIA
13 FOR THE COUNTY OF SACRAMENTO

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

17 Plaintiffs,)

18 vs.)

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

22 Defendants.)

Case No. 34-2022-00317653

CLASS ACTION

FIRST AMENDED COMPLAINT FOR DAMAGES:

- 1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*)
- 2. Failure to Provide Accurate Wage Statements;
- 3. Failure to Pay Minimum Wage for All Hours Worked;
- 4. Failure to Provide Meal and Rest Periods;
- 5. Waiting Time Penalties;
- 6. Failure to Pay Overtime Wages;
- 7. Failure to Reimburse Business Expenses;
- 8. Failure to Timely Pay Wages During Employment (Cal. Lab. Code § 201.3)
- 9. Private Attorneys General Act (Cal. Lab. Code § 2698 *et seq.*)

JURY TRIAL DEMANDED

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

6 **INTRODUCTION**

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

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

16 3. Plaintiffs and similarly situated employees regularly were denied any meal or rest
17 periods.

18 **JURISDICTION AND VENUE**

19 4. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
20 violations of California Labor Code §§ 226, 226.3, 226.7, 226.8, 510, 1194.2802, 2698 *et seq.*, and
21 Business and Professions Code § 17200 *et seq.*

22 5. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
23 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

24 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

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

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

3 **PARTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL ALLEGATIONS

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

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

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

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

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

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

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

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

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

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

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

14 27. Plaintiffs, and other similarly situated aggrieved employees, were not free from
15 direction and control; their work was and is integrally involved with the business of Defendants;
16 and they were and are not engaged in an independently established trade or business.

17 28. Even before the California Supreme Court simplified the employment-relationship
18 test in *Dynamex*, Defendants would still be unable to satisfy the older test focused on additional
19 factors. See *JKH Enters. v. Dept. of Industr. Relat.*, 142 Cal. App. 4th 1046 (2006). Specifically,

- 20 • Plaintiffs, and other similarly situated aggrieved employees, were not engaged in a
21 distinct occupation or business apart from Defendant;
- 22 • The work is the kind of work and occupation which is usually done under the
23 supervision of the employer;
- 24 • The work was in fact performed under close supervision of Defendants;
- 25 • The length of time in which services were performed was extended and continuous;
- 26 • The work was a part of the regular business of Defendants.
- 27
- 28

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

16 42. Defendants failed to provide an itemized statement or failed to provide an accurate
17 and complete itemized statement showing the requirements set forth in Labor Code section
18 226(a). Defendants failed to list on the wage statements provided to Plaintiffs and similarly
19 situated employees wage statements listing all hour worked and the applicable rates of pay and
20 overtime rate. Plaintiffs allege that Defendants failed to provide accurate itemized wage
21 statements in accordance with Labor Code section 226(a) to all members of the Labor Code
22 Class.

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

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

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

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

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

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

16 48. Defendants' conduct described herein violates California Labor Code section
17 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs and the
18 Plaintiff Class have been damaged and deprived of minimum wages, in an amount to be
19 established at trial. Plaintiffs and the Plaintiff Class now seek these wages, liquidated damages
20 pursuant to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant
21 to California Labor Code sections 1194.

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

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

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

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