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- Violation of Labor Code §§ 226.3, 1174, 1198; IWC Wage Order 5, § 7 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 201.3, 204, 210 (Untimely Payment of Wages)
- Violation of Labor Code § 1194; IWC Wage Order 5, § 5 (Failure to Pay Reporting Time)
- Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 5 (Failure to Pay Overtime)
- Violation of Labor Code § 1174; IWC Wage Order 5, § 5 (Failure to Pay Keep Accurate Time Records)
- Violation of Labor Code § 226.8 (Misclassification as Independent Contractor)

76. On March 23, 2022 and May 12, 2022, Plaintiffs sent written notice to the LWDA regarding Defendants' violations of the California Labor Code, pursuant to Labor Code section 2698 *et seq.* Plaintiffs are thus entitled to recover civil penalties for all violations of the Labor Code from March 23, 2021 through trial on this matter.

DAMAGES

WHEREFORE Plaintiffs request relief as follows:

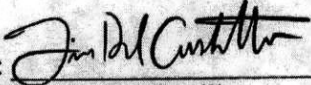
1. A jury trial;
2. For an order certifying the class and sub-classes;
3. For an order certifying Plaintiffs' counsel as class counsel;
4. For an order appointing Plaintiffs as class representatives;
5. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
6. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
7. For an award of Civil Penalties pursuant to Labor Code section 2698 *et seq.*, payable

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- 75% to the State of California, and 25% to Plaintiffs and other aggrieved employees;
- 8. For an award to Plaintiffs of costs of suit incurred herein and reasonable attorney's fees;
- 9. For injunctive relief;
- 10. For an award of prejudgment and post-judgment interest; and
- 11. For an award to Plaintiffs of such other and further relief as the Court deems just and proper.

Dated: September 12, 2022


Castle Law: California Employment Counsel, PC

By: 

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

Dated: September 12, 2022

Shimoda & Rodriguez Law, PC

By: 

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

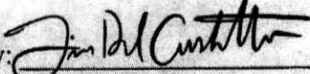
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JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury.

Dated: September 12, 2022


Castle Law: California Employment Counsel, PC

By: 

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

Dated: September 12, 2022

Shimoda & Rodriguez Law, PC

By: 

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

1 TIMOTHY B. DEL CASTILLO (SBN: 277296)
tdc@castleemploymentlaw.com
2 LISA L. BRADNER (SBN: 197952)
lb@castleemploymentlaw.com
3 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**
4 2999 Douglas Blvd., Suite 180
Roseville, CA 95661
5 Telephone: (916) 245-0122
6

FILED / ENDORSED
OCT 19 2022
By J. Jackson, Deputy Clerk

7 Attorneys for Plaintiff KALI BATES
on behalf of herself and similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 KALI BATES, individually and on behalf of
12 all others similarly situated,
13 Plaintiffs,
14 vs.
15 MVP EVENT PRODUCTIONS, LLC, and
16 LEGENDS HOSPITALITY, LLC; Does 1
17 through 20, inclusive,
18 Defendants.
19

Case No. 34-2022-00317653

CLASS ACTION

**STIPULATION AND [~~PROPOSED~~] ORDER
GRANTING PLAINTIFF LEAVE TO FILE
AN AMENDED COMPLAINT**

Filed: April 1, 2022
Trial Date: None Set

20
21 This Stipulation and proposed Order is entered into between Plaintiff Kali Bates ("Plaintiff") and
22 Defendants MVP Event Productions, LLC and Legends Hospitality, LLC ("Defendants") (Plaintiff and
23 Defendants all collectively, the "Parties"), by and through their counsel of record, as follows:

24 WHEREAS Plaintiff initiated the above-entitled class action by filing a Complaint in this Court
25 on April 1, 2022;

26 WHEREAS Michael Johnson filed a class action Complaint in this Court on May 18, 2022,
27 against the same Defendants, alleging similar wage and hour claims, Case No. 34-2022-00320210;

28

RECEIVED
SEP 22 2022
14
CIVIL

BY FAX

1 WHEREAS Plaintiff and Michael Johnson both filed Labor Code § 2699.3 Private Attorneys
2 General Act ("PAGA") notices with the Labor and Workforce Development Agency and allege they
3 have exhausted administrative remedies and may bring PAGA claims for civil penalties on behalf of
4 themselves and other aggrieved employees;

5 WHEREAS Defendants have agreed to permit Plaintiff to file an amended Complaint to add
6 PAGA claims, as well as to add Michael Johnson as a named Plaintiff in the interest of the efficiency
7 and to preserve resources of the Parties and the Court;

8 WHEREAS once Michael Johnson is added as a named Plaintiff, he intends to dismiss his action
9 without prejudice;

10 WHEREAS Plaintiff previously filed a Complaint for her PAGA claims against Defendants in
11 the Placer County Superior Court, however, once Plaintiff's PAGA claims are added to this case,
12 Plaintiff intends to dismiss her PAGA action in Placer County without prejudice;

13 WHEREAS Defendants deny the allegations in the proposed amended Complaint and are not
14 making any admission of any kind in agreeing to this stipulation;

15 WHEREAS the Parties agree that good cause exists to enter this stipulation and for the Court to
16 issue an Order consistent with this stipulation;

17 IT IS HEREBY STIPULATED AND AGREED, by and between the Parties, subject to the
18 approval of the Court, as follows:

19 1. That the Court will enter an Order granting Plaintiff leave to file the amended Complaint,
20 attached hereto as **Exhibit A**;

21 2. That upon the date of entry of the Order hereon by the Court, Plaintiff shall have thirty
22 (30) days to file and serve the amended Complaint; and

23 3. That Defendants shall have thirty (30) days from the date of service of the amended
24 Complaint to file a responsive pleading.

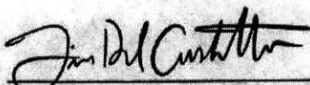
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28 [signatures on next page]

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**CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC**

Date: September 12, 2022

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

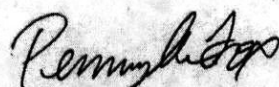
DILLINGHAM & MURPHY LLP

Date: September 12, 2022

By: 
Carla J. Hartley
Cynthia C. Cheung
Attorney for Defendant MVP Event Productions,
LLC

K&L GATES LLP

Date: September 12, 2022

By: 
Eugene Ryu
Penny Chen
Attorney for Defendant Legends Hospitality, LLC

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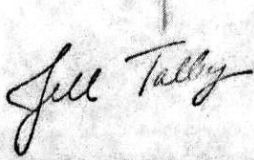
[PROPOSED] ORDER

The COURT, having considered the above stipulation, HEREBY ORDERS that:

1. Plaintiff's request for leave to file the amended Complaint, attached hereto as **Exhibit A**, is GRANTED;
2. Plaintiff shall have thirty (30) days to file and serve the amended Complaint; and
3. Defendants shall have thirty (30) days from the date of service of the amended Complaint to file a responsive pleading.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 10.19.22



Judge of the Superior Court

RECEIVED
CIVIL DROP BOX

2022 OCT 25 PM 3:10

6825C COUNTY CLERK
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY

EXHIBIT C



CASTLE LAW
CALIFORNIA EMPLOYMENT COUNSEL, PC

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

2999 DOUGLAS BLVD.
SUITE 180
ROSEVILLE, CA 95661

March 23, 2022

For Online Filing:

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

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

Dear Labor Commissioner,

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

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

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

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

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

A. FACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, including Defendants’ failure and refusal to account for all tips earned, Defendants failed to comply with these requirements with respect to Claimant and similarly situated employees in violation of the Labor Code.

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

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

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

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

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

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” For the reasons stated above, Defendants failed to pay required reimbursements to Claimants and similarly situated employees for required business expenses in violation of the Labor Code.

Other Violations of the Labor Code

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

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

Very truly yours,

Castle Law: California Employment Counsel, PC

By: 
Timothy B. Del Castillo

cc (via certified mail):

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

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

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



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

October 27, 2023

For Online Filing:

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

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

Dear Labor Commissioner,

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

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

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

Gregory Fielding
374 James Bowie Court
Alamo, CA 94507

Mark Pizzariello
61 Broadway Suite 2400
New York, NY 10006

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



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

A. FACTS

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

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

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

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

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



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

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

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

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

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

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

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B. ALLEGATIONS AND CHARGES

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

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

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

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

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

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

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

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



employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

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

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

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

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for cellphones by Plaintiff and Aggrieved Employees. This was in violation of the law.

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

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



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

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

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

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

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

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



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

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

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

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

“Each workday that an employee is required to report to the work site and does report, but is not put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer shall pay him/her for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay, which shall not be less than the minimum wage.” *See IWC Wage Order No. 5, § 5.* For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees all reporting time pay they were owed. This is against the law.

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

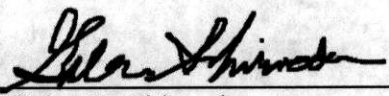
Labor Code section 2810.5 provides that at the time of hire employers shall provide to each employee a written notice containing information about their pay, such as rates, allowances, if any, the employer’s regular payday, the name of the employer, the employer’s physical address, the employer’s telephone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



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

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 

Galen T. Shimoda

GTS:bb
cc: Client via e-mail

1 *Johnson v. MVP Event Productions, LLC*

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

4 I, Shaniya Baird, declare that:

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

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

- 8 • Private Attorney General Act Letter

9

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

14

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

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

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

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

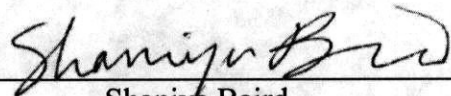
25 
26 Shaniya Baird

EXHIBIT D

APEX

CLASS ACTION ADMINISTRATION

Quotation Request:

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

Case Name:

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

Date:

Thursday, September 14, 2023

RFP Number:

07160003

Prepared By:

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

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

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
Sub Total:				\$825.00

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

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

APEX

CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting

Bilingual Toll-Free Contact Center	Static Rate	\$400.00	1	\$400.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$400.00

Distribution & Settlement Fund Management

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

Post Distribution Reconciliation

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

WILL NOT EXCEED: \$15,300.00

Thank you for your business!

APEX

CLASS ACTION ADMINISTRATION

Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

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

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

TOTAL: \$8,429.08

Activities Export

12/20/2023

12:59 PM

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

Activities Export

12/20/2023

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

\$0.00
0.00h

\$8,820.60
0.00h

Activities Export

12/20/2023

12:59 PM

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

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

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

Plaintiffs,

vs.

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

Defendants.

Case No. 34-2022-00317653

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

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

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

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

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

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

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

I. WHAT IS THIS CASE ABOUT?

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

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

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

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

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

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

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Settlement Amount

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

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

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

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

allocations for the PAGA claims.

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

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

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

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

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

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

D. Class Member Tax Matters

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

E. Release of Claims

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

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

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

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

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

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

III. WHAT ARE YOUR OPTIONS AS A CLASS MEMBER?

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

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

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

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

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

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

[admin info]

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

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

Option 4 - Object to the Settlement

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

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

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

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

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

V. FINAL SETTLEMENT APPROVAL HEARING

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

VI. ADDITIONAL INFORMATION

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

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

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

BY ORDER OF THE COURT

EXHIBIT G

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

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

MAIL TO:
[address]

INSTRUCTIONS

(1) Please provide the following information:

Full Social Security Number:

_____ - _____ - _____

Full Name:

Job title:

Your Address:

Location(s) you worked at for Legends Hospitality:

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

() _____

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

Area Code

Home Telephone Number

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

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

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

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

(Sign your name here)

Date

EXHIBIT H

Shaniya Baird

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, December 22, 2023 12:00 PM
To: Shaniya Baird
Subject: Thank you for your Proposed Settlement Submission

12/22/2023 11:59:55 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT I

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

5 Attorneys for Plaintiff KALI BATES
on behalf of herself and similarly situated employees

6 Galen T. Shimoda (Cal. State Bar No. 226752)
7 Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 325121)
8 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
9 Elk Grove, CA 95624
Telephone: (916) 525-0716
10 Facsimile: (916) 760-3733

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

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

14
15 KALI BATES and MICHAEL JOHNSON,)
individually and on behalf of all others)
16 similarly situated,)

17 Plaintiffs,)

18 vs.)

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

22 Defendants.)

Case No. 34-2022-00317653

CLASS ACTION

**SECOND AMENDED COMPLAINT
FOR DAMAGES:**

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

JURY TRIAL DEMANDED

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

6 **INTRODUCTION**

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

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

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

18 **JURISDICTION AND VENUE**

19 4. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
20 violations of California Labor Code §§ 226, 226.3, 226.7, 226.8, 510, 1194. 2802, 2698 *et seq.*, and
21 Business and Professions Code § 17200 *et seq.*

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

24 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

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

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

3 **PARTIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **GENERAL ALLEGATIONS**

25 17. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 16 as
26 though fully set forth herein.

27 //

28 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 42. As a direct and legal result of Defendants' conduct, as alleged herein, pursuant to
27 the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled
28 to restitution as a result of its unfair business practices, including, but not limited to, public

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

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

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

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

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

25 45. Defendants failed to provide an itemized statement or failed to provide an accurate
26 and complete itemized statement showing the requirements set forth in Labor Code section
27 226(a). Defendants failed to list on the wage statements provided to Plaintiffs and similarly
28 situated employees wage statements listing all hour worked and the applicable rates of pay and

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

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

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

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

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

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

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

SIXTH CAUSE OF ACTION
(Failure to Pay Overtime Wages)

1
2
3 65. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 64 as
4 though fully set forth herein.

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

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

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

SEVENTH CAUSE OF ACTION
(Failure to Reimburse Business Expenses)

20
21
22 69. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 68 as
23 though fully set forth herein.

24 70. Labor Code section 2802(a) states that "An employer shall indemnify his or her
25 employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
27 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
28 believed them to be unlawful."

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

27 79. Plaintiffs sent written notice to the LWDA regarding Defendants' violations of the
 28 California Labor Code, pursuant to Labor Code section 2698 *et seq.* Plaintiffs are thus entitled to

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


3 **DAMAGES**

4 WHEREFORE Plaintiffs request relief as follows:

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

21
22 Dated: December 21, 2023

Castle Law: California Employment Counsel, PC

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

1 Dated: December 21, 2023

Shimoda & Rodriguez Law, PC

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

9 **JURY TRIAL DEMAND**

10
11 Plaintiffs hereby demand a trial by jury.

12
13 Dated: December 21, 2023

Castle Law: California Employment Counsel, PC

14
15 By: *Jim Del Castillo*
16 Timothy B. Del Castillo
17 Lisa L. Bradner
18 Attorneys for Plaintiff KALI BATES
and the Class

19 Dated: December 21, 2023

Shimoda & Rodriguez Law, PC

20
21 By: *Brittany Berzin*
22 Galen T. Shimoda
23 Justin P. Rodriguez
24 Brittany V. Berzin
25 Attorneys for Plaintiff MICHAEL JOHNSON
26 and the Class
27
28