

1 Timothy B. Del Castillo (SBN: 277296)
2 Lisa L. Bradner (SBN: 197952)
3 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**
4 2999 Douglas Blvd., Suite 180
5 Roseville, CA 95661
6 Telephone: (916) 245-0122

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

9 Galen T. Shimoda (Cal. State Bar No. 226752)
10 Justin P. Rodriguez (Cal. State Bar No. 278275)
11 Brittany V. Berzin (Cal. State Bar No. 325121)
12 **Shimoda & Rodriguez Law, PC**
13 9401 East Stockton Boulevard, Suite 120
14 Elk Grove, CA 95624
15 Telephone: (916) 525-0716
16 Facsimile: (916) 760-3733

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

19 **SUPERIOR COURT OF CALIFORNIA**

20 **FOR THE COUNTY OF SACRAMENTO**

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

24 Plaintiffs,

25 vs.

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

29 Defendants.

Case No. 34-2022-00317653

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

CLASS ACTION

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

Reservation No. A-317653-001

Date: January 19, 2024

Time: 9:00 a.m

Dept.: 27

Judge: Hon. Jill Talley

Filed: May 18, 2022

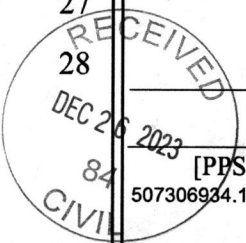
FAC Filed: October 25, 2022

Trial Date: None Set

30 [PPSD] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

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BY FAX



1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

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

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

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

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

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

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

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

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

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

3 **II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

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

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

18 The Court finds that an award of fees under the common fund doctrine may be appropriate in this
19 case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits
20 that Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members can be accurately
21 traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the
22 fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert*
23 *Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268,
24 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers
25 a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s
26 fee from the fund as a whole.”). The amounts allocated under the Agreement for attorney’s fees and
27 costs, for an Enhancement Payment to the Class Representatives, and Settlement Administrator Costs
28 shall be included in the Notice of Settlement to enable Class Members to review and comment thereon.

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

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

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

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

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

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

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

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

26 The Court further orders Defendant MVP Event Production, LLC to post an ad on its social
27 media sites and Ridgeview Vista, Inc.'s, who Plaintiffs contend are a successor to Defendant MVP
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1 Event Production, LLC, directing Class Members to the Claims Administrator's website where the
2 Notice of Settlement and Claim Form will be located.

3 **IV. IMPLEMENTATION SCHEDULE**

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

6 7 8 9 Last day for Defendant and MVP Event Productions, LLC to provide Claims Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
10 11 Last day for Claims Administrator to complete procedure to notify Class Members and Aggrieved Employees	Within 14 calendar days after the Claims Administrators' receipt of Class Members' and Aggrieved Employees' information
12 13 14 Last day for MVP Event Production, LLC and Ridgeview Vista, Inc. to post an ad on its social media directing Class Members and Aggrieved Employees to the Claims Administrator's website	Within 28 calendar days after the Preliminary Approval Date
15 16 17 Last day for Class Members to opt-out, submit disputes, submit objections, submit requests for inclusion, and submit Claim Form	60 calendar days after mailing or publication of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
18 19 20 Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
21 22 23 24 25 Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
26 27 28 Last day for Defendant to fund settlement	Within 21 calendar days after the Effective Date

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

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16 **FINAL APPROVAL AND HEARING**

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

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

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1 **IT IS SO ORDERED.**

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3 Date: _____

By: _____

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Judge of the Superior Court

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