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**SUPERIOR COURT OF CALIFORNIA**

**FOR THE COUNTY OF SACRAMENTO**

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

vs.

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

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

*Assigned for all purposes to Jill H. Talley  
Department 23*

**CLASS ACTION**

**PLAINTIFFS' SUPPLEMENTAL BRIEFING  
IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: July 26, 2024

Time: 9:00 a.m.

Dept.: 23

Judge: Hon. Jill Talley

Filed: May 18, 2022

FAC Filed: October 25, 2022

Trial Date: None Set

1 Pursuant to the Court’s May 10, 2024, Minute Order (“Order”) regarding Plaintiff Kali Bates’  
2 and Plaintiff Michael Johnson’s (“Plaintiffs”) Motion for Preliminary Approval of Class Action and  
3 PAGA Settlement (“Motion”), Plaintiffs respectfully submit this supplemental briefing to address the  
4 issues raised by the Court in its Order. For reference, any exhibits referred to in this supplemental  
5 briefing are the same that were submitted with Plaintiffs’ Motion on December 26, 2023.

6 **I. WHY IS A CLAIMS MADE PROCESS STILL APPROPRIATE GIVEN THE OTHER**  
7 **RELIEF SOUGHT IN THIS MOTION?**

8 As stated in Plaintiffs’ initial moving papers, MVP Event Productions, LLC (“MVP”), is not  
9 represented and has not participated in this litigation for some time now. *See* Declaration of Justin P.  
10 Rodriguez (“Decl. Rodriguez”), ¶ 2. It is not expected that they will change that course of action in  
11 settlement administration proceedings. *See id.* However, it cannot be the case that a defendant can  
12 thwart a reasonable settlement, or a class action in general, just by ignoring it and refusing to  
13 participate. The parties have crafted the proposed settlement in a way that first provides the ability to  
14 attempt obtaining Class Member information from MVP in order to supplement the information that  
15 Defendant Legends Hospitality, LLC (“Legends”), has for Class Members. *See* Exhibit A, ¶ 7.3 (Joint  
16 Stipulation Regarding Class Action and PAGA Settlement and Release” [“Agreement”]); Decl.  
17 Rodriguez, ¶ 3. However, given the expected non-compliance of MVP, it also provides a practical  
18 means for the parties to continue administering the settlement notwithstanding the expected non-  
19 compliance. *See* Decl. Rodriguez, ¶ 4. The contingent publication notice and claims-made process  
20 outlined in the Agreement work in tandem and provides a necessary supplement to the known  
21 information about Class Members to make sure due process is given. *See* Exhibit A, ¶ 7.3. This is a  
22 typical process approved by courts where relevant information necessary to administer a settlement is  
23 unknown. *See, e.g., Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480, 486, 503 (2016) (California  
24 Supreme Court upheld approval of claims made settlement: “The settlement agreement in this case  
25 provided for a true common fund fixed at \$19 million, without any reversion to defendant and with all  
26 settlement proceeds, net of specified fees and costs, going to pay claims by class members.” (internal  
27 citation omitted)); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399, 401,  
28 403 (2010) (affirming trial court’s order approving wage and hour class action settlement with claim

1 form process); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (2001) (affirming class action  
2 settlement where settlement notice included claim form and notice by publication); *Shames v. Hertz*  
3 *Corp.*, 2012 WL 5392159, at \*9 (S.D. Cal. Nov. 5, 2012) (“[T]here is nothing inherently objectionable  
4 with a claims-submission process, as class action settlements often include this process, and courts  
5 routinely approve claimsmade [sic] settlements.”); *Dennis v. Kellogg Co.*, 2010 WL 4285011, \*6 (S.D.  
6 Cal. 2010) (“The proposed method of notice is reasonable. Defendant will provide notice to the class  
7 after preliminary approval of the proposed settlement. Because Defendant does not sell directly to  
8 consumers, there is no way to identify class members directly. Therefore, Defendant will publish a  
9 Publication Notice in targeted sources based on market research about consumers who purchased the  
10 products”) (*reversed and remanded on other grounds*); *In re Tableware Antitrust Litigation*, 484  
11 F.Supp.2d 1078, 1080 (N.D. Cal. 2007) (“Because defendants do not have a list of potential class  
12 members, the court agrees with plaintiffs that notice by publication is the only reasonable method of  
13 informing class members of the pending class action and the Lenox settlement”). Additionally, it is  
14 important to note that, despite the claims-made process, 100% of the Net Settlement Amount will still  
15 be distributed to Participating Class Members just like what was approved in *Laffitte* and *Munoz*. See  
16 Exhibit A, ¶¶ 1.29, 5.8.1. There is **no reversion**.

## 17 **II. WHY IS POSTING ON SOCIAL MEDIA SITES NECESSARY EVEN IF THE** 18 **CONTACT INFORMATION IS PROVIDED AS STATED IN THE PROPOSED** 19 **ORDER?**

20 As stated above, it is not expected that MVP will provide Class Member information and, to the  
21 extent it did, it is not clear how reliable the information will be. See Decl. Rodriguez, ¶¶ 2, 4. While  
22 posting on social media sites is not necessary where alternative publication in traditional print media is  
23 done, it is considerably less expensive than traditional print media. Furthermore, because social media  
24 posting occurs over the internet, is not subject to the same geographic limits faced by publication in  
25 traditional print media. The use of social media posting in addition to any information already in  
26 possession of MVP or Legends is a “belt and suspenders” approach to ensuring due process is given to  
27 Class Members in the settlement administration. See *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035,  
28 1046-1047 (9th Cir. 2019) (finding the notice to the class insufficient where, in a case where there were  
concerns about the ability to reach employees by mail, no other means of notice were provided,

1 including “information about the settlement [that] could have been electronically disseminated through  
2 social media or postings on any relevant online message boards”). Plaintiffs and Legends would rather  
3 default to giving more notice than may ultimately be required, which is why social media postings were  
4 included in the settlement agreement and proposed order. If, however, the Court does not order MVP  
5 to post on its and/or Ridgeview’s social media, Plaintiffs and Legends are amenable to revising that  
6 portion of the settlement agreement.

7 **III. HOW IS PLAINTIFFS’ CONTENTION THAT RIDGEVIEW VISTA IS A SUCCESSOR**  
8 **TO MVP ENOUGH TOT BRING RIDGEVIEW VISTA WITHIN THE COURT’S**  
9 **JURISDICTION?**

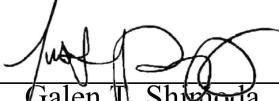
10 The proposed order will likely need to be amended to more accurately reflect the contingent  
11 notice provisions in the Agreement. Because Ridgeview is not a party to this litigation, the Agreement,  
12 and did not receive notice of the approval proceedings, a contention about successorship would not be  
13 enough to bring Ridgeview within the Court’s jurisdiction. However, the Agreement does not directly  
14 require Ridgeview to take any affirmative steps. Instead, it is to allow the parties to effectuate notice,  
15 in part, by MVP posting the notice on MVP’s and/or Ridgeview’s public social media sites. *See*  
16 Exhibit A, ¶ 7.3; *see also, Roes, 1-2, 944 F.3d at 1047* (noting that notice could be effectuated by  
17 posting on non-party websites and social media pages likely to reach class members); *Cf. Faison v.*  
18 *Jones, 440 F. Supp. 3d 1123, 1135 (E.D. Cal. 2020)* (noting social media sites are public forums). The  
19 Agreement provides that, to the extent that less than all of the Class Members’ information is provided  
20 directly by Legends and/or MVP, notice may be posted on the Claims Administrator’s website as well  
21 as social media sites related to MVP and Ridgeview. *See* Exhibit A, ¶ 7.3. Then, to the extent that  
22 such postings are not able to take place for any reason, notice via publication in traditional print media  
23 outlets where the staffing with Legends took place will be completed. *See id.* There are no direct  
24 requirements or affirmative obligations put on Ridgeview or to be required by the Court regarding  
25 Ridgeview. Instead, the Agreement puts the requirements on the parties to place notices in public  
26 forums associated with MVP and Ridgeview.  
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1 **IV. CONCLUSION**

2 For the foregoing reasons and those stated in Plaintiffs’ Motion for Preliminary Approval of  
3 Class Action and PAGA Settlement, Plaintiffs respectfully request the Court grant preliminary  
4 approval.

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6 Dated: June 21, 2024

**Shimoda & Rodriguez Law, PC**

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