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6 Attorneys for Plaintiff, GARY E. FOSTER,
7 on behalf of himself and all others similarly situated
and aggrieved

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF ORANGE**

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12 GARY E. FOSTER, an individual, and on
behalf of all others similarly situated,

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14 Plaintiff,

15 v.

16 MTGL, INC., a California corporation; and
DOES 1 through 100, inclusive,

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18 Defendants.
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CASE NO.: 30-2023-01351412-CU-OE-CXC

[Assigned for all purposes to the Hon. David A. Hoffer in Dept. CX103]

AMENDMENT TO CLASS AND PAGA SETTLEMENT AGREEMENT

1 Pursuant to this Court’s October 27, 2025, Order continuing the hearing on plaintiff
2 (“Plaintiff’s”) Motion for Preliminary Approval of Class and Representative Action Settlement and
3 Provisional Class Certification for Settlement Purposes Only, Plaintiff and Defendant MTGL, INC.
4 (“Defendant”) hereby agree to the following amendment to the Class and PAGA Settlement
5 Agreement:

6 1. Paragraph 8 of the Class and PAGA Settlement Agreement shall be modified to now
7 state:

8 8. Based on its records, Defendant estimated that, as of the date of mediation,
9 (1) there are 121 Class Members and 25,567 Total Workweeks during the Class
10 Period, and (2) there are 59 Aggrieved Employees who worked 15,681 Pay Periods
11 during the PAGA Period. Upon review of the Class Data in response to the Court’s
12 October 27, 2025 Order, Defendant now estimates that there are: (1) 109 Class
13 Members and 24,880 Total Workweeks during the Class Period, and (2) 87
14 Aggrieved Employees who worked 9,717 Pay Periods during the PAGA Period.

15 8.1 Increase in Workweeks. In the event the number of Workweeks during the
16 Class Period increases by more than 10% of Defendant’s original estimate, or more
17 than 28,124 Total Workweeks (25,567 + 2,557), then the Gross Settlement Amount
18 shall be increased proportionally by the number of Workweeks in excess of 28,124,
19 multiplied by the Workweek Value. The Workweek Value shall be calculated by
20 dividing the Gross Settlement Amount by 25,567. The Parties agree that the
21 Workweek Value amounts to, and the settlement amounts to, \$43.02 per Workweek
22 (\$1,100,000.00/25,567 Workweeks). Thus, for example, should there be 29,000
23 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased
24 by \$37,685.52. ([29,000 Workweeks – 28,124 Workweeks] x \$43.02/Workweek).

25 2. Paragraph 3.2.4.1. of the Class and PAGA Settlement Agreement shall be modified
26 to now state:

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1 3.2.4.1. Tax Allocation of Individual Class Payments. 33.333% of each
2 Participating Class Member's Individual Class Payment will be allocated to
3 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to
4 tax withholding and will be reported on an IRS W-2 Form. The 66.666% of each
5 Participating Class Member's Individual Class Payment will be allocated to
6 settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-
7 Wage Portions are not subject to wage withholdings and will be reported on IRS
8 1099 Forms. Participating Class Members assume full responsibility and liability
9 for any employee taxes owed on their Individual Class Payment.

10 3. Paragraph 4.3 of the Class and PAGA Settlement Agreement shall be modified to
11 now state:

12 4.3. Funding of Gross Settlement Amount: Defendant shall fund 50% of the Gross
13 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's
14 share of payroll taxes associated with this amount, by transmitting the funds to the
15 Administrator no later than 60 days after the Effective Date.

16 Defendant shall fund the remaining 50% of the Gross Settlement Amount and also
17 fund the amounts necessary to fully pay Defendant's share of payroll taxes associated
18 with this amount, by transmitting the funds to the Administrator no later than 60 days
19 after the first 50% of the Gross Settlement Amount becomes due.

20 4. Paragraph 7.5.2. of the Class and PAGA Settlement Agreement shall be modified to
21 now state:

22 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because
23 it fails to contain all the information specified in the Class Notice. The Administrator
24 shall accept any Request for Exclusion as valid if the Administrator can reasonably
25 ascertain the identity of the person as a Class Member and the Class Member's desire
26 to be excluded. The Administrator's determination shall be final and not appealable
27 or otherwise susceptible to challenge. If the Administrator has reason to question the
28 authenticity of a Request for Exclusion, the Administrator may demand additional

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proof of the Class Member’s identity. The Court shall ultimately decide any unresolved dispute regarding the authenticity of a Request for Exclusion.

5. Paragraph 7.6. of the Class and PAGA Settlement Agreement shall be modified to now state:

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination the challenges. While the Administrator and the Parties shall attempt to resolve any such dispute, the Court shall ultimately decide any unresolved dispute regarding a Class Member’s Challenge to Calculation of Workweeks and Pay Periods.

IT IS SO AGREED:

Dated: 01/16/2026



GARY E. FOSTER
Plaintiff

Dated: _____

MTGL, INC.,
Defendant
By: _____
Its:

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AGREED AS TO FORM:

Dated: January 16, 2026

Vedang J. Patel
DAVID D. BIBIYAN
VEDANG J. PATEL

Attorneys for Plaintiff GARY E. FOSTER and
all others similarly situated and aggrieved

Dated: _____

MEGAN K. LIEBER
BAO D. NGUYEN
Attorneys for Defendant MTGL, INC

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2 unresolved dispute regarding the authenticity of a Request for Exclusion.

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4 now state:

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8 challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated
9 to the Class Member in the Class Notice. The Class Member may challenge the
10 allocation by communicating with the Administrator via mail. The Administrator
11 must encourage the challenging Class Member to submit supporting documentation.
12 In the absence of any contrary documentation, the Administrator is entitled to
13 presume that the Workweeks contained in the Class Notice are correct so long as
14 they are consistent with the Class Data. The Administrator shall promptly provide
15 copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense
16 Counsel and Class Counsel and the Administrator's determination the challenges.
17 While the Administrator and the Parties shall attempt to resolve any such dispute,
18 the Court shall ultimately decide any unresolved dispute regarding a Class
19 Member's Challenge to Calculation of Workweeks and Pay Periods.

20 **IT IS SO AGREED:**

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22 Dated: _____

GARY E. FOSTER
Plaintiff

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25 Dated: 01/19/2026 _____



MTGL, INC.,
Defendant

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27 By: Michelle Elliott _____

28 Its: Chief Executive Officer

1 **AGREED AS TO FORM:**

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Dated: _____

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DAVID D. BIBIYAN
VEDANG J. PATEL

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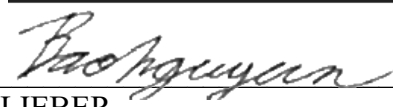
Attorneys for Plaintiff GARY E. FOSTER and
all others similarly situated and aggrieved

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Dated: _____



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MEGAN K. LIEBER
BAO D. NGUYEN

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Attorneys for Defendant MTGL, INC

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