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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

FEB 04 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

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

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 30-2021-01184556-CU-OE-CXC
[Assigned for all purposes to the Hon. David A.
Hoffer in Dept. CX-103]

~~[PROPOSED]~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Gary E. Foster (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Brandon M. Chang, David D. Bibiyan, Gary E. Foster, Bao D. Nguyen, Michelle Elliot, and
5 Anthony Rogers, the Class and PAGA Settlement Agreement (“Settlement,” “Agreement” or
6 “Settlement Agreement”), the Amendment to Class and PAGA Settlement Agreement, the
7 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
8 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

9 **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
13 Class Members,” “Class Members”) for the purpose of settlement only: all persons currently or
14 formerly employed by Defendant MTGL, Inc. (“Defendant”), either directly or through any
15 subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid
16 employees in the State of California during the period from February 17, 2017 through January 14,
17 2025 (“Class Period”).

18 3. The Court preliminarily appoints the named plaintiff Gary E. Foster (“Plaintiff”) as
19 Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C., as
20 Class Counsel.

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential class members when balanced against
26 the probable outcome of further litigation relating to liability and damages issues. It further appears
27 that extensive and costly investigation and research has been conducted such that counsel for the
28 parties at this time are reasonably able to evaluate their respective positions. It further appears to

1 the Court that the settlement at this time will avoid substantial additional costs to all parties, as well
2 as the delay and risks that would be presented by the further prosecution of the Action. It further
3 appears that the settlement has been reached as the result of intensive, non-collusive and arms-
4 length negotiations utilizing an experienced third-party neutral.

5 5. The Court approves, as to form and content, the Class Notice, including the
6 Workweek/Pay Period Dispute, Exclusion, and Objection forms, that has been submitted herewith
7 as Exhibit A.

8 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
9 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
10 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
11 with the requirements of law and appears to be the best notice practicable under the circumstances.

12 7. The Court hereby preliminarily approves the definition and disposition of the Gross
13 Settlement Amount of \$1,100,000.00, which is inclusive of: attorneys' fees of up to thirty-five
14 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement,
15 amounts to \$385,000.00, in addition to actual costs incurred of up to \$65,000.00; service award of
16 up to \$10,000.00 to Plaintiff; costs of settlement administration of no more than \$6,950.00 and
17 Private Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$55,000.00, of which
18 \$41,250.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
19 \$13,750.00 (25%) to "Aggrieved Employees," defined as all persons currently or formerly
20 employed by Defendant, either directly or through any subsidiary, staffing agency, or professional
21 employer organization, as non-exempt, hourly-paid employees in the State of California during the
22 period from November 6, 2019, through the end of the Class Period ("PAGA Period").

23 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
24 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
25 Settlement Amount.

26 9. Class Member's "Workweek" shall mean any week during which a Class Member
27 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire
28 dates (as applicable), and termination dates (as applicable).

1 10. Defendant estimated that there are no more than 25,567 Workweeks during the Class
2 Period. In the event the number of Workweeks during the Class Period increases by more than 10%
3 of Defendant's original estimate, or more than 28,124 Total Workweeks (25,567 + 2,557), then the
4 Gross Settlement Amount shall be increased proportionally by the number of Workweeks in excess
5 of 28,124, multiplied by the Workweek Value. The Workweek Value shall be calculated by
6 dividing the Gross Settlement Amount by 25,567. The Parties agree that the Workweek Value
7 amounts to, and the settlement amounts to, \$43.02 per Workweek ($\$1,100,000.00/25,567$
8 Workweeks). Thus, for example, should there be 29,000 Workweeks in the Class Period, then the
9 Gross Settlement Amount shall be increased by \$37,685.52. ($[29,000 \text{ Workweeks} - 28,124$
10 $\text{Workweeks}] \times \$43.02/\text{Workweek}$).

11 11. The Court deems ILYM Group, Inc. ("ILYM" or "Settlement Administrator"), the
12 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed
13 \$6,950.00 out of the Gross Settlement Amount for services to be rendered by ILYM on behalf of
14 the class.

15 12. Not later than seven (7) days after the Court grants Preliminary Approval of the
16 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form
17 of a Microsoft Excel spreadsheet. "Class Data" means Class Member identifying information in
18 Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known
19 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and
20 (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation
21 date(s)).

22 13. To protect Class Members' privacy rights, the Administrator must maintain the Class
23 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
24 and restrict access to the Class Data to Administrator employees who need access to the Class Data
25 to effect and perform under the Agreement.

26 14. Before mailing Class Notices, the Administrator shall update Class Member
27 addresses using the National Change of Address database.

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1 15. Using best efforts to perform as soon as possible, and in no event later than fourteen
2 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
3 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
4 Spanish translation, substantially in the form attached to the Agreement as Exhibit A. The first page
5 of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
6 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks
7 and PAGA Pay Periods (if applicable) used to calculate these amounts.

8 16. “Response Deadline” means forty-five (45) days after the Administrator mails
9 Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class
10 Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection
11 to the Settlement. Class Members to whom Notice Packets are resent after having been returned
12 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
13 Deadline has expired.

14 17. Before the date by which Plaintiff is required to file the Motion for Final Approval
15 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
16 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
17 obligations under the Agreement, including, but not limited to, its mailing of Class Notice, the Class
18 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
19 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
20 number of written objections and attach the Exclusion List.

21 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
22 must send the Administrator, by mail, a signed written Request for Exclusion not later than forty-
23 five (45) days after the Administrator mails the Class Notice (plus an additional fifteen (15) days
24 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a
25 Class Member or his/her representative that reasonably communicates the Class Member’s election
26 to be excluded from the Settlement and includes the Class Member’s name, address and email
27 address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by
28 the Response Deadline.

1 19. Every Class Member who does not submit a timely and valid Request for Exclusion
2 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
3 bound by all terms and conditions of the Settlement, including the Participating Class Members'
4 Releases under the Agreement, regardless whether the Participating Class Member actually
5 receives the Class Notice or objects to the Settlement.

6 20. Only Participating Class Members may object to the class action components of the
7 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
8 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
9 Payment and/or Class Representative Service Payment. Participating Class Members may send
10 written objections to the Administrator, by mail. In the alternative, Participating Class Members
11 may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
12 Approval Hearing. A Participating Class Member who elects to send a written objection to the
13 Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the
14 Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice was re-
15 mailed).

16 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
17 Request for Exclusion will control, and the Objection will be overruled.

18 22. Each Class Member shall have forty-five (45) days after the Administrator mails the
19 Class Notice (plus an additional fifteen (15) days for Class Members whose Class Notice is re-
20 mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to
21 the Class Member in the Class Notice. The Class Member may challenge the allocation by
22 communicating with the Administrator via mail.

23 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
24 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
25 Administrator no later than 60 days after the Effective Date, as defined in the Agreement.

26 24. Within seven (7) days after Defendant funds the Gross Settlement Amount, the
27 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
28 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees

1 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
2 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
3 Payment and the Class Representative Service Payment shall not precede disbursement of
4 Individual Class Payments, and the Individual PAGA Payments.

5 25. For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and cancelled after the void date (180 days after the date of mailing),
7 the Administrator shall transmit the funds represented by such checks to the *cy pres* recipient, Legal
8 Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104.

9 26. All papers filed in support of final approval, including supporting documents for
10 attorneys' fees and costs, shall be filed by May 28, 2026.

11 27. A Final Approval Hearing shall be held with the Court on June 22, 2026 at 1:30 p.m.
12 in Department CX-103 of the above-entitled Court to determine: (1) whether the proposed
13 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
14 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
15 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
16 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

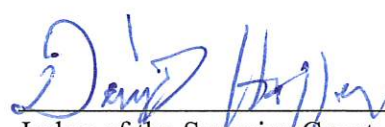
17 28. The Court shall retain continuing jurisdiction over the Action pursuant to Code of
18 Civil Procedure section 664.6, the Parties and Aggrieved Employees, to the fullest extent to enforce
19 and effectuate the terms and intent of the Settlement Agreement.

20 29. The Court orders the Parties and the Settlement Administrator to carry out their
21 duties and obligations in accordance with the terms of the Settlement Agreement.

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IT IS SO ORDERED.

Dated: 2/4/26



Judge of the Superior Court
DAVID HOFFER

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING

Gary E. Foster v. MTGL, Inc.

(County of Orange, California Superior Court
Case No. 30-2021-01184556-CU-OE-CXC)

As a current or former non-exempt, hourly-paid California employee of MTGL, Inc., you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement Fund.

You have received this Notice of Class Action Settlement because the records of MTGL, Inc. (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. “Class Members” are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees in the State of California from February 17, 2017 to January 14, 2025 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Gary E. Foster v. MTGL, Inc.*, pending in the Superior Court of California for the County of Orange, Case Number 30-2021-01184556-CU-OE-CXC (the “Action”), alleging causes of action against Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to indemnify; and (8) engaging in unfair competition within the meaning of Business and Professions Code section 17200 arising out of Labor Code violations referenced in the Complaint. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On [REDACTED], the Orange County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Action. Defendant vigorously denies the claims in the Action and contend that they, at all relevant times, fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, receive no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Action. If you worked at any time during the period from November 6, 2019 through the end of the Class Period (“PAGA Period”) as a non-exempt, hourly-paid employee of Defendant or MTGL, Inc., as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, [REDACTED], about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED] in the Central Justice Center of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, in Department CX-103. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant's records show that you currently work, or previously worked, for Defendant. as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Action, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Gary E. Foster was an hourly-paid, non-exempt employee of Defendant. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendant's alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay all wages due upon separation, failure to provide accurate wage statements, failure to indemnify, and claiming Defendant engaged in unfair competition within the meaning of Business and Professions Code section 17200.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seeks penalties under PAGA.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendant denies all the allegations made by Plaintiff and denies that it violated any laws. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$1,100,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$6,950.00; (2) a service award of up to \$10,000.00 to Plaintiff for his time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$385,000.00; (4) up to \$65,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$55,000.00 of the Gross Settlement Amount toward PAGA penalties. Under PAGA, seventy-five percent (75%), or \$41,250.00, will be paid to the California Labor and Workforce Development Agency ("LWDA") as PAGA penalties and twenty-five percent (25%), or \$13,750.00, will be paid to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$588,050.00 will be available for distribution to Class Members ("Net Settlement Amount").

Defendant estimated that there are no more than 25,567 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than 10% of Defendant's original estimate, or more than 28,124 Total Workweeks (25,567 + 2,557), then the Gross Settlement Amount shall be increased proportionally by the number of Workweeks in excess of 28,124, multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 25,567. The Parties agree that the Workweek Value amounts to, and the settlement amounts to, \$43.02 per Workweek (\$1,100,000.00/25,567 Workweeks). Thus, for example, should there be 29,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$37,685.52. ([29,000 Workweeks - 28,124 Workweeks] x \$43.02/Workweek).

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$ [REDACTED] allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [Estimated Award] and your estimated payment as an Aggrieved Employee would be [Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must complete and mail the Workweek/Pay Period Dispute form to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 33.333% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 66.666% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the *cy pres* recipient, Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release of Class Claims: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties from all claims, arising during the Class Period, for the claims brought by Plaintiff in the complaint filed in the Action, or that could have been brought in the Action based on the factual allegations made by Plaintiff in the operative Complaint.

Release of PAGA Claims: For the duration of the PAGA Period and to the extent permitted by law, the LWDA, the State of California, all Aggrieved Employees, by an through Plaintiff as an agent and proxy of the LWDA, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint and the PAGA Notice.

“Released Parties” means Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants,

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. You may complete and mail to the Administrator the Request For Exclusion form attached to this Notice. Sign, date, and mail your written request for exclusion to the address below.

[Settlement Administrator]
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. You may complete and send to the Administrator the Objection to Settlement form attached to this Notice. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [] at [] a.m. in the Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.occourts.org/general-information/remote-appearance-information/>. You may also retain an attorney to represent you at the Hearing at your own expense.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at **[PHONE NUMBER]** or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at **[WEBSITE]** to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected in Department CX-103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.occourts.org/online-services/case-access/civil-case-access/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]**

WORKWEEK/PAY PERIOD DISPUTE

Only complete this Workweek/Pay Period Dispute form if you wish to dispute the number of Workweeks and/or Pay Periods attributed to you in the Notice of Proposed Class Action and PAGA Settlement and Date for Final Approval Hearing regarding the action known as *Gary E. Foster v. MTGL, Inc.*, filed in Orange County Superior Court, Case No. 30-2021-01184556-CU-OE-CXC.

Class Members are all persons currently or formerly employed by Defendant MTGL, Inc. ("Defendant"), either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees in the State of California during the period from February 17, 2017 through January 14, 2025 ("Class Period").

Class Members' payments will be calculated by dividing the Net Settlement Amount by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the number of Eligible Workweeks attributed to the Class Member.

Aggrieved Employees are all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees in the State of California during the period from November 6, 2019, through the end of the Class Period ("PAGA Period").

Aggrieved Employees' payments will be calculated by dividing the Aggrieved Employees' 25% share of PAGA Penalties by all Pay Periods attributed to all Aggrieved Employees, multiplied by the number of Pay Periods attributed to the Aggrieved Employee.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a Class Member during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award].

1. Check the box below ONLY if you wish to dispute the number of Workweeks listed above:

I wish to dispute the number of Workweeks attributed to me in the *Gary E. Foster v. MTGL, Inc.*, matter. I confirm that I worked for MTGL, Inc., in the State of California as a Class Member at some point between the period of February 17, 2017 through January 14, 2025.

I believe the correct amount of my Workweeks worked during the Class Period is
_____.

2. Check the box below ONLY if you wish to dispute the number of Pay Periods listed above:

I wish to dispute the number of Pay Periods attributed to me in the *Gary E. Foster v. MTGL, Inc.*, matter. I confirm that I worked MTGL, Inc., in the State of California as an Aggrieved Employee at some point between the period from November 6, 2019, through the end of the Class Period.

I believe the correct amount of my Pay Periods worked during the PAGA Period is
_____.

I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute.

Print Name: _____

Address: _____

Email Address: _____

Telephone Number: _____

Signature: _____ Date: _____

Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

IN ORDER TO BE VALID, THIS WORKWEEK/PAY PERIOD DISPUTE FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed Workweek/Pay Period Dispute form to the Settlement Administrator at:

Gary E. Foster v. MTGL, Inc.

Settlement

c/o **[EYM Group, Inc.]**

[PO Box 2031]

[Tustin, CA 92781]

REQUEST FOR EXCLUSION

Only complete this Request For Exclusion form if you want to opt out of (not participate in) the settlement of the action known as *Gary E. Foster v. MTGL, Inc.*, filed in Orange County Superior Court, Case No. 30-2021-01184556-CU-OE-CXC.

IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT. HOWEVER, EVEN IF YOU DO OPT-OUT, YOU MAY STILL RECEIVE YOUR PORTION OF THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") SETTLEMENT AND BE BOUND BY THE PAGA RELEASE.

I confirm that I worked for MTGL, Inc., either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employee at some point during the period from February 17, 2017 through January 14, 2025.

Please exclude me from the settlement class in the *Gary E. Foster v. MTGL, Inc.*, matter. **I do not wish to participate in the proposed class action settlement.**

Print Name: _____

Address:

Email Address: _____

Telephone Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[RESPONSE DEADLINE]**. Send this signed request for exclusion form to the Settlement Administrator at:

Gary E. Foster v. MTGL, Inc.
Settlement
c/o **[EYM Group, Inc.]**
[PO Box 2031]
[Tustin, CA 92781]

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Gary E. Foster v. MTGL, Inc.*, filed in Orange County Superior Court, Case No. 30-2021-01184556-CU-OE-CXC.

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. IF YOU DO NOT WANT TO BE INCLUDED AS PART OF THE SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION" INSTEAD. DO NOT FILL OUT BOTH FORMS. IF YOU FILL OUT BOTH FORMS, YOUR OBJECTION WILL BE DISREGARDED AND YOU WILL BE EXCLUDED FROM THE SETTLEMENT AND WILL NOT HAVE YOUR PERTINENT CLAIMS RELEASED.

I confirm that I worked for MTGL, Inc., either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employee at some point during the period from February 17, 2017 through January 14, 2025.

I wish to object to the settlement reached in the *Gary E. Foster v. MTGL, Inc.*, matter. The nature and basis for the objection are as follows:

Print Name: _____

Address: _____

Email Address: _____

Telephone Number: _____

Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **RESPONSE DEADLINE**. Send this signed objection form to the Settlement Administrator at:

Gary E. Foster v. MTGL, Inc.
Settlement
c/o H-YM Group, Inc.
PO Box 2031
Fustin, CA 92781