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Attorneys for Plaintiff Jose Valencia on behalf of himself
and all others similarly situated

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

JOSE VALENCIA, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

MITTERA GROUP, INC., a California
corporation, and DOES 1-20, inclusive,

Defendants.

Case No.: 30-2022-01297827

Assigned For All Purposes To:
Judge: Hon. Randall J. Sherman
Dept.: CX-105

**PLAINTIFF'S SUPPLEMENTAL BRIEFING
ADDRESSING ISSUES PRESENTED BY
THE COURT IN ITS OCTOBER 25, 2024
ORDER REGARDING PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND COLLECTIVE ACTION
SETTLEMENT; SUPPLEMENTAL
DECLARATION OF CHRISTOPHER A.
ADAMS**

Hearing Information:

Location: CX-105
Date: March 7, 2025
Time: 10:00 a.m.

Action Filed: December 19, 2022
Trial Date: None Set

TO THE HONORABLE COURT:

Plaintiff Jose Valencia (“Plaintiff”), by and through his counsel of record, hereby submits the following supplemental briefing addressing the issues presented by the Court in its October 25, 2024 Order regarding Plaintiff’s pending motion for preliminary approval of class action settlement.

To assist the Court, attached as Exhibit 1 to the Supplemental Declaration of Christopher A. Adams (“Adams Suppl. Decl.”), filed concurrently herewith, is the Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) between Plaintiff and Defendant Mittera Group, Inc. (“Defendant”), which also includes the revised Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Revised Class Notice”) attached as Exhibit A to the Amendment. Please note that the Amendment amends the Class Action and PAGA Settlement Agreement (the “Agreement”), which was attached as Exhibit A to the Declaration of Christopher A. Adams filed in Support of Plaintiff’s Motion for Preliminary Approval of Class and Collective Action Settlement.

And to further assist the Court, please see attached as Exhibit 2 to the Supplemental Declaration of Christopher A. Adams a redline version of the revised Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Redline Class Notice”) showing the edits to the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which was filed in support of Plaintiff’s Motion for Preliminary Approval of Class and Collective Action Settlement.

Lastly, please note that concurrently with the filing of this supplemental briefing, as required by the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) (“PAGA”), Plaintiff provided a copy of the Amendment and this supplemental briefing to the Labor and Workforce Development Agency (“LWDA”) and informed the LWDA of the continued hearing on March 7, 2025 at 10:00 a.m. (Adams Suppl. Decl. ¶ 5, Exh. 3.)

Below Plaintiff responds point-by-point to the issues raised by the Court in its October 25, 2024 Order:

1. The moving papers do not include a copy of the PAGA notice letter that was alleged to have been sent to the LWDA on September 28, 2022. The court needs a copy of

1 the letter to verify that the settlement terms are consistent with the notice provided to
2 the LWDA.

3 Response by Counsel for Plaintiff: Plaintiff apologizes for not including a copy of the
4 LWDA Notice Letter with the moving papers. To correct this, Plaintiff's September 28, 2022
5 LWDA Notice Letter is attached to the Supplemental Declaration of Christopher A. Adams as
6 Exhibit 4. (Adams Suppl. Decl. ¶ 6, Exh. 4.)

7 **2. Although the motion provides the estimated average payment to class members**
8 **under the proposed settlement, it fails to provide the estimated high and low payments.**
9 **Those estimates are needed to assist the court in properly determining the fairness of the**
10 **proposed settlement to the class. If those figures are not available now, they must be**
11 **provided in the motion for final approval.**

12 Response by Counsel for Plaintiff: The estimated high and low payments and average
13 payment to Participating Class Members is not known at this time. (Adams Suppl. Decl. ¶ 7.) That
14 said, Plaintiff will include these amounts as part of his Motion for Final Approval. (*Id.*)

15 **3. The allocation of only 10% of the class action portion of the settlement payments**
16 **for wages appears to be low. The estimated exposure analysis in the motion allocates**
17 **over 70% of the class members' potential (non-PAGA) recovery to wages. Either an**
18 **increase to 33 1/3% or an adequate explanation of why the figure is not at least 33 1/3%**
19 **is required.**

20 Response by Counsel for Plaintiff: The Parties have amended the Agreement to allocate
21 "33.33% of each Participating Class Member's Individual Class Payment" to wages. (Amendment at
22 Sec. I.) The Parties have also revised the Class Notice to inform Class Members of this allocation.
23 (Redline Class Notice at Sec. 3.4.)

24 **4. The settlement agreement in ¶¶ 7.5.2, 7.6 and 7.8.4 and the class notice in § 4.3**
25 **state that the administrator's determination of each class member's allocation of**
26 **workweeks and/or PAGA pay periods and as to the validity of opt-outs shall be final and**
27 **not appealable or otherwise susceptible to challenge. The documents should reflect**
28

1 **instead that while the Administrator and the parties will attempt to resolve any such**
2 **dispute, the court ultimately will decide any unresolved dispute.**

3 Response by Counsel for Plaintiff: The Parties have amended the Settlement Agreement, so
4 that the Court – not the Administrator – will “ultimately resolve any disputes” concerning Class
5 Member’s allocation of workweeks and/or PAGA Pay Periods and the validity of opt-outs.
6 (Amendment at Secs. II, III, and IV.) The Parties have also revised the Class Notice to notify the
7 Class Members accordingly. (Redline Class Notice at Sec. 4.3.)

8 **5. The page numbers of the class notice start with 2 rather than 1.**

9 Response by Counsel for Plaintiff: The Parties have revised the Class Notice so that it
10 begins at page 1. (Class Notice at p. 1.)

11 **6. Rather than having class members prepare their own opt-out requests and**
12 **workweek dispute forms, the class notice must include a request for exclusion form and a**
13 **workweek dispute form that class members can complete and submit. The forms should**
14 **be referenced in the class notice.**

15 Response by Counsel for Plaintiff: The Parties have prepared a proposed Class Workweek
16 Dispute Form and a proposed Exclusion Form to be sent to Class Members as part of the Class
17 Notice. (Adams Suppl. Decl. ¶ 8, Exhs. 5 and 6.) The Parties have also revised the Class Notice to
18 reference these forms and inform Class Members that they may use these forms accordingly.
19 (Redline Class Notice at Secs. 3.6, 4.3, and 6.)

20 **7. Counsel should propose a realistic Final Approval Hearing date, bearing in mind**
21 **that all papers in support of the Final Approval Hearing, including detailed hourly**
22 **breakdowns of plaintiff’s attorneys to support a lodestar cross-check, detailed plaintiff**
23 **attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff’s**
24 **declaration to support the enhancement request, must be filed at least 16 calendar days**
25 **before the Final Approval Hearing date, to provide enough time for court review, and**
26 **must be served in compliance with CCP notice of motion requirements.**

1 **At final approval, please submit contemporaneously made billing records for attorney's**
2 **fees and costs. The Court will not be inclined to award an amount of fees and costs**
3 **greater than the amount stated in the notice.**

4 Response by Counsel for Plaintiff: To the extent the Court grants Plaintiff's Motion for
5 Preliminary Approval, Plaintiff proposes that the Court set a hearing for final approval of the
6 Settlement on July 9, 2025 or the closet available date after that date. (Adams Suppl. Decl. ¶ 9.) In
7 addition, Plaintiff's Counsel takes notice of the Court's Ruling and will include contemporaneously
8 made billing records for attorneys' fees, detailed cost breakdowns, an Administrator's declaration
9 and invoice, and Plaintiff's declaration in support of his enhancement as part of Plaintiff's Motion
10 for Final Approval of Class Action Settlement. (*Id.*)

11 **8. Plaintiff has not shown that he served the other parties or the LWDA with his**
12 **moving papers. Plaintiff is ordered to give notice of the ruling to the LWDA and to**
13 **defendant, and if he has not already done so, to serve the LWDA and defendant with the**
14 **original moving papers, as well as any new papers filed for future hearings, and to file a**
15 **proof of service showing such compliance within 10 days.**

16 Response by Counsel for Plaintiff: Plaintiff provided copies of his Motion for Preliminary
17 Approval of Class and Collective Action Settlement and his supporting papers to Defendant and the
18 LWDA. (Adams Suppl. Decl. ¶ 10, Exh. 7.) Likewise, Plaintiff gave notice of this Court's October
19 25, 2024 Order and the continued hearing on March 7, 2025 at 10:00 a.m. to both Defendant and
20 the LWDA. (*Id.*) And as mentioned above, concurrently with filing this supplemental briefing,
21 Plaintiff provided a copy of the Amendment and this supplemental briefing to the LWDA and
22 Defendant and further informed the LWDA of the continued hearing on March 7, 2025 at 10:00
23 a.m. (Adams Suppl. Decl. ¶ 5, Exh. 3.)

24 DATED: February 11, 2025

KJT LAW GROUP LLP



27 Christopher A. Adams
28 Attorneys for Plaintiff Jose Valencia

SUPPLEMENTAL DECLARATION OF CHRISTOPHER A. ADAMS

I, Christopher A. Adams, declare as follows:

1. I am an attorney duly licensed to practice law before all courts in the State of California. I am an attorney with the law practice of Law Group LLP and we represent Plaintiff Jose Valencia ("Plaintiff") in this action against Defendant Mittera Group, Inc. ("Defendant"). I have personal knowledge of the facts set forth herein and, if called and sworn in as a witness, could and would testify competently thereto.

2. I submit this supplemental declaration in support of Plaintiff's Motion for Preliminary Approval of Class and Collective Action Settlement, and in response to the Court's questions raised in the Court's October 25, 2024 Order.

3. Attached hereto as Exhibit 1 is a true and correct copy of the Amendment to Class Action and PAGA Settlement Agreement ("Amendment") executed by Plaintiff, Defendant Mittera Group, Inc. ("Defendant"), and their counsel and also includes the revised Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval as Exhibit A to the Amendment. This Amendment amends the Class Action and PAGA Settlement Agreement, which was attached as Exhibit A to the Declaration of Christopher A. Adams filed in Support of Plaintiff's Motion for Preliminary Approval of Class and Collective Action Settlement.

4. Attached hereto as Exhibit 2 is a true and correct copy a redline version of the revised Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Redline Class Notice") showing the edits to the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which was filed in support of Plaintiff's Motion for Preliminary Approval of Class and Collective Action Settlement.

5. Concurrently with the filing of this supplemental briefing, as required by the Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) ("PAGA"), I provided a copy of the Amendment and this supplemental briefing to the Labor and Workforce Development Agency ("LWDA") and informed the LWDA of the continued hearing on March 7, 2025 at 10:00 a.m. Proof of this submission is attached hereto as Exhibit 3.

6. Attached hereto as Exhibit 4 is a true and correct copy of Plaintiff's September 28, 2022 LWDA Notice Letter.

7. The estimated high and low payments and average payment to Participating Class Members is not known at this time. That said, Plaintiff will include these amounts as part of his Motion for Final Approval.

8. Attached hereto as Exhibit 5, is a true and correct copy of the proposed Workweek Dispute Form to be sent to Class Members. Attached hereto as Exhibit 6, is a true and correct copy of the proposed Exclusion Form to be sent to Class Members.

9. To the extent the Court grants Plaintiff's Motion for Preliminary Approval, Plaintiff proposes that the Court set a hearing for final approval of the Settlement on July 9, 2025 or the closest available date after that date. In addition, Plaintiff's Counsel takes notice of the Court's Ruling and will include contemporaneously made billing records for attorneys' fees, detailed cost breakdowns, an Administrator's declaration and invoice, and Plaintiff's declaration in support of his enhancement as part of Plaintiff's Motion for Final Approval of Class Action Settlement.

10. Plaintiff provided copies of his Motion for Preliminary Approval of Class and Collective Action Settlement and his supporting papers to Defendant and the LWDA. Attached hereto as Exhibit 7 is a true and correct copy of proof of submission to the LWDA of doing so. Likewise, Plaintiff gave notice of this Court's October 25, 2024 Order and the continued hearing on March 7, 2025 at 10:00 a.m. to both Defendant and the LWDA.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on February 11, 2025 in the City of Glendale in the State of California.



Christopher A. Adams

EXHIBIT 1

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Section 12.6 of the Class Action and PAGA Settlement Agreement (“Agreement”) between Plaintiff Jose Valencia (“Plaintiff”) and Defendant Mittera Group, Inc. (“Defendant”) (collectively as “Parties,” or individually as “Party”), the Parties enter into this Amendment to Class Action and PAGA Settlement Agreement (the “Amendment”) for the purpose of complying with the Court’s October 25, 2024 Ruling concerning Plaintiff’s motion for preliminary approval. Pursuant to this Amendment, the following provisions of the Settlement Agreement are hereby amended in the manner indicated:

- I. Paragraph 3.2.4.1 is hereby amended by deleting the entire paragraph and replacing it with the following:

Tax Allocation of Individual Class Payments. 33.33% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 66.67% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- II. Paragraph 7.5.2 is hereby amended by deleting the entire paragraph and replacing it with the following:

The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator and the Parties will attempt to resolve any disputes regarding the validity of any Request for Exclusion, but the Court ultimately will decide any unresolved disputes. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. The Administrator and the Parties will attempt to resolve any disputes regarding the authenticity of any Request for Exclusion, but the Court ultimately will decide any unresolved disputes.

- III. Paragraph 7.6 is hereby amended by deleting the entire paragraph and replacing it with the following:

Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 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 fax, email or 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 and the Parties will attempt to resolve any disputes regarding the validity of any Class Member's allocation of Workweeks and/or Pay Periods, but the Court ultimately will decide any unresolved disputes. 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.

IV. Paragraph 7.8.4 is hereby amended by deleting the entire paragraph and replacing it with the following:

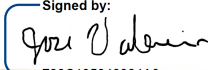
Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator and the Parties will attempt to resolve any disputes regarding the validity of any Class Member's challenges, but the Court ultimately will decide any unresolved disputes.

V. Paragraph 1.11 is hereby amended by deleting the entire paragraph and replacing it with the following:

"Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Amendment and Agreement.

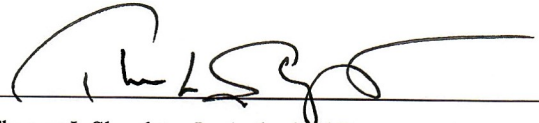
The Parties and their counsel hereby execute this Amendment

PLAINTIFF & CLASS REPRESENTATIVE DEFENDANT MITTERA GROUP, INC.

Signed by:

738C195948984A0...

Jose Valencia, Personally and as Representative Plaintiff
2/10/2025

Date

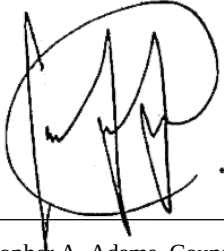


Thomas L Slaughter, Its Authorized Representative
02/10/2025

Date

APPROVED AS TO FORM ONLY:

KJT LAW GROUP LLP

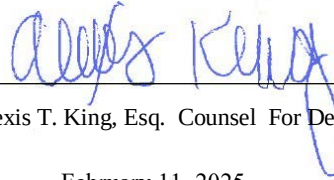


Christopher A. Adams, Counsel For Plaintiff

February 11, 2025

Date

WINGET, SPADAFORA &
SCHWARTZBERG, LLP



Alexis T. King, Esq. Counsel For Defendant

February 11, 2025

Date

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(Jose Valencia v. Mittera Group, Inc., Case No.30-2022-01297827-CU-OE-CXC)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Mittera Group, Inc. (hereafter referred to as “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Jose Valencia (“Plaintiff”) and seeks payment of back wages, penalties, and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (April 26, 2021 to March 31, 2024 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (September 28, 2021 to March 31, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Christopher A. Adams, Vache A. Thomassian, and Caspar Jivalagian of KJT Law Group LLP., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)

Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,150,000 as the Gross Settlement Amount (Gross Settlement).
Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in one lump sum. Defendant shall pay the one lump sum of \$2,150,000 not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") in proportionate share within 14 days of receiving the First Installment and again within 14 days of receiving the Third Installment.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$716,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") according to the schedule outlined above by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to

approve an allocation of 33.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than __, that you wish to opt-out. The easiest way to notify the Administrator is to complete and send the Exclusion Form included with this Notice by the __ Response Deadline to the Administrator. The Class Member or his/her representative can also submit a letter setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is

contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to 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 PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including specifically include but is not limited to claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ___ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter or by completing and sending the Class Workweek Dispute Form included with this Notice to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator and the Parties will attempt to resolve any disputes regarding the validity of any Class Member's allocation of Workweeks and/or Pay Periods, but the Court ultimately will decide any unresolved disputes.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete and submit the Exclusion Form included with this Notice to the Administrator, or submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jose Valencia v. Mittera Group, Inc.*, Case No.30-2022-01297827-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You and or representative must make the request yourself. If someone else, other than your representative, makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website: _____ (url) or the Court's website <https://www.occourts.org/online-services/case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what

you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via remote hearings at <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) _____'s website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access> and entering the Case Number for the Action, Case No. No.30-2022-01297827-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange Civil Complex Center Courthouse by calling (657) 622-6878.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

KJT LAW GROUP LLP

Christopher A. Adams (chris@kjtlawgroup.com)

Vache A. Thomassian (vache@kjtlawgroup.com)

Caspar Jivalagian (caspar@kjtlawgroup.com)

Levon Yepremian (levon@kjtlawgroup.com)
230 N. Maryland Ave., Suite 306
Glendale, CA 91206
818.507.8525

Settlement Administrator: Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

(Jose Valencia v. Mittera Group, Inc., Case No.30-2022-01297827-CU-OE-CXC)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Mittera Group, Inc. (hereafter referred to as “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Jose Valencia (“Plaintiff”) and seeks payment of back wages, penalties, and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (April 26, 2021 to March 31, 2024 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendant during the PAGA Period (September 28, 2021 to March 31, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Christopher A. Adams, Vache A. Thomassian, and Caspar Jivalagian of KJT Law Group LLP., 230 North Maryland Avenue, Suite 306, Glendale, CA 91206 ("Class Counsel").

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)

Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,150,000 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in one lump sum. Defendant shall pay the one lump sum of \$2,150,000 not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA") in proportionate share within 14 days of receiving the First Installment and again within 14 days of receiving the Third Installment.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$716,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,000 to the Administrator for services administering the Settlement.
- D. Up to \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") according to the schedule outlined above by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to

approve an allocation of 1033.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 9066.67% (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than , that you wish to opt-out. The easiest way to notify the Administrator is to complete and send a written and signed Request for the Exclusion Form included with this Notice by the Response Deadline: to the Administrator. ~~The Request for Exclusion should be a letter from a~~ Class Member or his/her representative can also submit a letter setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform

other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, including claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating Class Members and Non-Participating Class Members who are Aggrieved Employees are deemed to 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 PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including specifically include but is not limited to claims for failure to pay minimum wages, failure to pay overtime wages, failure to pay the correct applicable overtime rate, failure to pay all hourly wages including minimum and overtime wages as a result of auto-deductions for meal periods, unlawful and inaccurate recording of time, off-the-clock work, failing to authorize and permit meal breaks (including requiring, suffering, and/or permitting Class Members to work through meal breaks), failure to authorize and permit rest periods, failure to indemnify for necessary business expenses including for mileage and cell phone use, failure to timely pay final wages at termination, failure to properly maintain required records, failure to provide accurate itemized wage statements, unfair and unlawful business practices, and any other claims, including claims for statutory and/or civil penalties.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter or by completing and sending the Class Workweek Dispute Form included with this Notice to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. ~~The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.~~ The Administrator and the Parties will attempt to resolve any disputes regarding the validity of any Class Member's allocation of Workweeks and/or Pay Periods, but the Court ultimately will decide any unresolved disputes.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit Complete and submit the Exclusion Form included with this Notice to the Administrator, or submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jose Valencia v. Mittera Group, Inc.*, Case No.30-2022-01297827-CU-OE-CXC, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You and or representative must make the request yourself. If someone else, other than your representative, makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website: _____ (url) or the Court's website <https://www.occourts.org/online-services/case-access>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class

Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action _____ and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in Department CX105 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via remote hearings at <https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access> and entering the Case Number for the Action, Case No. No.30-2022-01297827-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange Civil Complex Center Courthouse by calling (657) 622-6878.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
KJT LAW GROUP LLP
Christopher A. Adams (chris@kjtlawgroup.com)

Vache A. Thomassian (vache@kjtlawgroup.com)
Caspar Jivalagian (caspar@kjtlawgroup.com)
Levon Yepremian (levon@kjtlawgroup.com)
230 N. Maryland Ave., Suite 306
Glendale, CA 91206
818.507.8525

Settlement Administrator: Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 3

EXHIBIT 4

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency,
Mittera Group, Inc.
Date: September 28, 2022
Subject: *Jose Valencia vs. Mittera Group, Inc.*

INTRODUCTION

Please take notice that Jose Valencia intends to seek civil penalties against his employer, Mittera Group, Inc. ("Mittera Group") under the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA"), on behalf of himself, the Labor and Workforce Development Agency ("LWDA"), and other aggrieved employees. Mittera Group is liable for these civil penalties as a result of its uniform and systematic failure to comply with California wage laws, including California Labor Code provisions relating to the payment of overtime wages and minimum wages, and providing meal and rest breaks (or payment of the statutory additional wages due), expense reimbursements, inaccurate wage statements, and waiting time penalties.

Before pursuing these PAGA penalties in a representative capacity, California Labor Code § 2699.3 requires that aggrieved employees notify their employer and the LWDA of the specific provisions of the California Labor Code allegedly violated, as well as the facts and legal grounds supporting the allegations. To that end, we submit this letter on behalf of our client, Jose Valencia, and on behalf of all aggrieved employees to provide notice of the following facts and violations of the California Labor Code:

GENERAL INFORMATION

Mittera Group, Inc. provides printing, mailing and marketing services for fulfillment and distribution of different materials for different industries. Mittera Group has its headquarters in Des Moines, Iowa, as well as having many different locations all over California. At all times mentioned herein, Mittera Group was licensed to do business in the State of California and conducted and continues to conduct substantial business in the State of California and at all times mentioned herein, Mittera Group was and is an employer covered by the California Labor Code and the applicable California Industrial Welfare Commission ("IWC") Wage Order.

Jose Valencia was employed by Mittera Group as a machine operator from September 8, 1987 to March 08, 2022. At all times, Mittera Group employed Mr. Valencia as an hourly non-exempt employee.

CALIFORNIA LABOR CODE VIOLATIONS

1. Failure to Provide Rest Periods

(California Labor Code §§ 226.7 and 512 and IWC Wage Orders)

High workload demands, strict deadlines, and intense pressure to meet company goals forced Mr. Valencia and other employees to delay, shorten, or forgo their rest breaks to complete their assigned tasks. Indeed, although, Mittera Group would provide Mr. Valencia and other employees with 10-minute rest breaks, these breaks were often interrupted. In fact, Mr. Valencia was often required to continue working while on his rest break. As a result, Mr. Valencia and other employees regularly worked in excess of four hours or major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and 512,1198 and IWC Wage Orders.

2. Failure to Provide Meal Periods

(California Labor Code §§ 226.7, 512 and IWC Wage Orders)

The same workload demands discussed above forced Mr. Valencia and other employees to delay, shorten, or forgo their meal breaks to complete their assigned tasks. Mainly, Mittera Group failed to provide Mr. Valencia and other employees with 30-minute meal periods as required by California law. Indeed, although Mittera Group would require the employees to clock-out for their 30-minute meal breaks these were often interrupted on a daily basis. For example, the employees were often required to get up about five minutes early in order to be able to clock in to the remainder of their shift on time. In addition to this, the employees were often required to continue working and complete job duties while on their supposed meal breaks. On top of all this, Mittera Group would often require Mr. Valencia and other employees to take their breaks at 11:30 a.m., this being well after the fifth hour of working, considering they began work at 6:00 a.m. As a result, Mr. Valencia and other employees worked more than five hours during a shift without being provided a timely half-hour meal period and/or more than ten hours in a shift without receiving a second timely half-hour meal period, as required by California Labor Code §§ 226.7 and 512 and the IWC Wage Orders.

As a result, Mittera Group has violated California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order, and is liable for civil penalties under California Labor Code §§ 2698 *et seq.*

3. Failure to Pay Overtime Wages

(California Labor Code §§ 510 and 1194, and 1198)

Under most circumstances, Mittera Group employed Mr. Valencia and other employees for more than eight hours per day or more than 40 hours per workweek. For some weeks, Mittera Group required that Mr. Valencia and other employees work “off-the-clock” and this resulted in these employees working more than eight hours per day or more than 40 hours per week. For example, Mittera Group required that Mr. Valencia wait for about 10-15 minutes for his coworkers to arrive and put them up to date on what it is that had happened throughout the day. In this instance, the non-exempt employees are entitled to receive one-and-one half times their regular hourly rate of pay for working more than eight hours but less than 12 hours in a workday or over

40 hours in a workweek. Notwithstanding this law, Mittera Group failed to maintain a policy that compensates Mr. Valencia and other employees for all hours worked, including overtime compensation and properly calculating the overtime rate.

As a result, Mittera Group has violated California Labor Code §§ 204, 210, 211, 510, 1194, 1197.1, and 1198 and the applicable IWC Wage Order for failure to pay overtime, and is liable for civil penalties under California Labor Code §§ 558 and 2698 *et seq.*

4. Failure to Provide Accurate Itemized Wage Statements
(California Labor Code § 226)

Mr. Valencia and other employees' wage statements were deficient, because of the violations detailed in this notice, including not paying regular and overtime wages for all hours worked and failing to provide meal and rest break premiums. As a result, the wage statements provided to Mr. Valencia and other employees were not accurate and do not include all of the statutorily-required information. Specifically, Mittera Group has violated California Labor Code § 226 by willfully failing to furnish Mr. Valencia and other employees with accurate, itemized wage statements. These California Labor Code violations, in turn, constitute PAGA violations.

5. Failure to Pay Waiting Time Penalties
(California Labor Code § 203)

Sections 201 and 202 of the California Labor Code requires that employers pay employees all wages due immediately if an employer discharges an employee, and within 72 hours if an employee quits his or her employment. Section 203 of the California Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a sanction and amount owed, continue to pay that employee's wages until the back wages are paid in full or an action is commenced. The sanction and amount owed cannot exceed 30 days of wages.

Mittera Group owed wages to discharged employees, such as premiums for missed meal and rest periods, minimum wage, and overtime pay for hours worked over eight hours in a workday or 40 in a workweek. Mittera Group's failure to pay these wages at termination was willful and constitutes a PAGA violation based on a violation of California Labor Codes §§ 201-203 and 558.

6. Failure to Reimburse for Business Expenditures and Losses
(California Labor Code § 2802)

As a pattern and practice, Mittera Group regularly failed to reimburse and indemnify Mr. Valencia and other employees for business expenses. These expenses were necessary expenditures incurred by Mr. Valencia and other employees in performing their job duties. For example, Mittera Group required that Mr. Valencia spend more than \$1,000 on shoes and pants throughout this time employed with the company. In addition to this, Mr. Valencia was required to spend \$1000 per year on pliers, screwdrivers, pullers and hammers in order to complete their job duties properly. Lastly, Mittera Group also required that Mr. Valencia also use his own cell phone in order to communicate with his supervisor to perform job duties. Despite being aware of these business expenses, Mittera Group failed to reimburse Mr. Valencia and other employees for such

business expenses in violation of California Labor Code § 2802, which requires employers to “indemnify his or her employee for all necessary expenditures and losses incurred by employees.” In turn, this constitutes a PAGA violation based on a violation of California Labor Code §§ 2800 and 2802.

CONCLUSION

In sum, Mittera Group has committed PAGA violations based on non-compliance with California Labor Code §§ 204, 1118.12, 1197.1 (minimum wage), 226 (inaccurate itemized wage statements), 226.7 (meal and rest break violations), 510-511, 119, 512 (meal breaks), 226 (wage statements), 2802 (expense reimbursements) and 202-203 and 558 (waiting time penalties), as well as the applicable IWC Wage Order.

Mr. Valencia seeks to remedy these violations by securing unpaid wages and civil penalties. Please let me know whether the LWDA intends to investigate or whether we may proceed with a civil action as representatives for the LWDA and those employees that are aggrieved. If you have any questions, please do not hesitate to contact me.

Sincerely,



Vache Thomassian, Esq.
KJT Law Group, LLP

VIA ONLINE FILING

Labor and Workforce Development Agency

Attn: PAGA Administrator

Filed at “New PAGA Claim Notice” (<https://dir.tfaforms.net/308>)

VIA CERTIFIED MAIL, RRR

Mittera Group, Inc.

Agent of Service for Process: CSC- Lawyers Incorporating Service

2710 Gateway Oaks Dr.

Suite 150N

Sacramento, CA 95833

CC: Mittera
3791 Catalina St
Los Alamitos, CA 90720

230 N. Maryland Ave. Suite 306
Glendale, CA 91206
P: 818.507.8525
F: 818.507.8588
info@KJTLawGroup.com

EXHIBIT 5

CLASS WORKWEEK DISPUTE FORM

Jose Valencia v. Mittera Group, Inc.
Orange County Superior Court Case No. 30-2022-01297827-C-OE-CXC

<<Name>> _____
«Address>> _____
<<City>>, <<State>> <<Zip Code>> _____
XX - XX - _ _ _ _

Indicate Name/Address Changes, if any: _____

INSTRUCTIONS

IF YOU WERE EMPLOYED BY MITTERA GROUP, INC. (“DEFENDANT”) AS AN NON-EXEMPT EMPLOYEE, BETWEEN APRIL 26, 2021 THROUGH MARCH 31, 2024 THEN YOU ARE A SETTLEMENT CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the Workweeks you worked for Defendant in California between April 26, 2021 through March 31, 2024. “Workweek” means any week during which a class member worked for defendant at least one day, during the class period. The number of Workweeks applicable to your claim is set forth below. If you believe that the number of weeks stated is incorrect, you may dispute the number of weeks by submitting a completed Dispute Form with supporting document on or before [INSERT DATE]. If you believe that the number of weeks stated below is correct, you do not have to do anything.

If you have moved or may move in the future, you must immediately send your new address to the Settlement Administrator at the address listed above; otherwise, your individual settlement payment may not reach you. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.

I. YOUR COMPENSABLE WORK WEEKS

Defendant’s records show that during the Class Period (April 26, 2021 through March 31, 2024), you worked as an hourly employee, in California, which qualifies you as a Settlement Class Member and your total number of Workweeks in this position are: <<NUMBER OF WORKWEEKS>>.

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the above numbers of Workweeks, your estimated pre-tax Settlement Payment is <<INSERT>>.

III. CHALLENGE TO WORK WEEKS

If you wish to dispute the Eligible Workweeks data listed above, you must postmark your dispute and provide all supporting information and/or documentation to the Settlement Administrator by [INSERT DATE].

Check a box below **ONLY** if you wish to dispute the dates listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my work weeks is _____. I have also included information and/or documentary evidence that support my dispute (such as paystubs, time records, tax documents). I understand that, by submitting this dispute, I hereby authorize the Settlement Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Settlement Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Workweek Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

Jose Valencia v. Mittera Group, Inc.
Settlement Administrator
c/o

[INSERT ADDRESS]

**IF YOU ARE CONTESTING THE AMOUNT OF YOUR ELIGIBLE WORKWEEKS, TO
CHALLENGE YOUR WORK WEEK AMOUNT YOU MUST SIGN AND POSTMARK AND RETURN
THIS FORM TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE
[INSERT DATE].**

EXHIBIT 6

EXCLUSION FORM

Jose Valencia v. Mittera Group, Inc.
Orange County Superior Court Case No. 30-2022-01297827-C-OE-CXC

*If you want to receive an Individual Settlement Award, you should **not** fill out this form and take no further action. This form is to be used **only** if you want to exclude yourself from the Settlement.*

If you exclude yourself from the Settlement by opting out: (1) you will not receive any payments or benefits under the Settlement; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims asserted in the Actions that you have against Defendants Mittera Group, Inc. by filing your own lawsuit.

To be excluded from the Settlement, complete this Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than [Response Deadline].

Jose Valencia v. Mittera Group, Inc.
[City, State Zip]

Request for Exclusion

I hereby certify that I am or was employed by Defendant *Mittera Group, Inc.* as a non-exempt employee in the State of California during the time period from April 26, 2021 through March 31, 2024. I have received the Notice of Class Action Settlement (“Notice”) in the Actions, and I request to be excluded from the Settlement. I understand that by submitting this Opt-Out Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____

Phone: _____

Street Address: _____

City, State, Zip Code: _____

Last 4 digits of Social Security No.: _____

Date of Birth: _____

Signature of Class Member: _____

Date: _____

EXHIBIT 7



178 of 4,010

Meet



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