

PLAINTIFF/PETITIONER: Tawonna Johnson
 DEFENDANT/RESPONDENT: Kadiant LLC

CASE NUMBER:
 23CV001772 (Lead Case)/Dept. 22
 Consolidated with Case No. 23CV001897

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:
****PLEASE SEE ATTACHED PROOF OF SERVICE****

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: February 25, 2026

Deven Launchbaugh

(TYPE OR PRINT NAME OF DECLARANT)



Deven Launchbaugh

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Yasmin Hosseini (SBN 326399)
Alborz Javaheri (SBN 364246)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff Tawonna Johnson and the Class

FILED
Superior Court of California
County of Sacramento
02/09/2026
J. Servantez, Deputy

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

TAWONNA JOHNSON, individually, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

KADIANT, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 23CV001772 (Lead Case)
Consolidated Case No. 23CV001897

Honorable Lauri A. Damrell
Department 22

CLASS ACTION

**~~[REVISED PROPOSED]~~ ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

PAGA Complaint

Filed: May 16, 2023

Class Complaint

Filed: May 16, 2023

Trial Date: None Set

TAWONNA JOHNSON, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

KADIANT, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendant.

1 This matter has come before the Honorable Lauri A. Damrell in Department 22 of the
2 Superior Court of the State of California, for the County of Sacramento, on February 6, 2026, at
3 10:30 a.m. for the Status Conference (Compliance Hearing). Lawyers *for* Justice, PC appears as
4 counsel for Plaintiff Tawonna Johnson (“Plaintiff”), individually and on behalf of all others
5 similarly situated and aggrieved employees and CDF Labor Law LLP appears as counsel for
6 Defendant Kadiant, LLC (“Defendant”).

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
12 Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as
13 **“EXHIBIT 2”** to the Declaration of Yasmin Hosseini in Support of Plaintiff’s Motion for
14 Preliminary Approval of Class Action and PAGA Settlement that was filed on December 30, 2025.
15 This is based on the Court’s determination that the Settlement falls within the range of possible
16 approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other’s respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the cases. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Award, PAGA Amount, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made
7 available to the Class Members and PAGA Employees are fair, adequate, and reasonable when
8 balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 All current and former hourly-paid or non-exempt employees of Defendant in
22 California employed at any time during the time period from May 16, 2019 through
either (a) July 3, 2025, or, if applicable, (b) the Alternate End Date.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Yasmin
24 Hosseini, and Alborz Javaheri of Lawyers *for* Justice, PC as Class Counsel.

25 8. The Court provisionally appoints Plaintiff Tawonna Johnson as the Class
26 Representative.

27 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM") to handle the
28 administration of the Settlement ("Settlement Administrator").

1 10. Within twenty-one (21) calendar days after entry of this Preliminary Approval
2 Order, Defendant shall provide the Settlement Administrator with the Class List in conformity
3 with the Settlement Agreement.

4 11. The Court approves, both as to form and content, the Revised Notice of Class and
5 Representative Action Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class
6 Notice shall be provided to Class Members in the manner set forth in the Settlement. The Court
7 finds that the Class Notice appears to fully and accurately inform the Class Members of all
8 material elements of the Settlement, of Class Members’ right to be excluded from the Class
9 Settlement by submitting a Request for Exclusion, of Class Members’ right to challenge the
10 Workweeks credited to each of them, and of each Settlement Class Member’s right and
11 opportunity to object to the Class Settlement. The Court further finds that distribution of the Class
12 Notice substantially in the manner and form set forth in the Settlement Agreement and this Order,
13 and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements
14 of due process and shall constitute due and sufficient notice to all persons entitled thereto. The
15 Court further orders the Settlement Administrator to mail the Class Notice to all Class Members
16 within fourteen (14) calendar days of received the Class List from Defendant, pursuant to the terms
17 set forth in the Settlement Agreement.

18 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
19 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
20 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
21 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class
22 Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline
23 shall be extended by fifteen (15) calendar days from the date of the Response Deadline. Any Class
24 Member who submits a Request for Exclusion from the Class Settlement will not be a Settlement
25 Class Member and will not have any right to object, appeal, or comment on the Class Settlement.
26 Class Members who submit a timely and valid Request for Exclusion by the Response Deadline
27 will not be bound by the terms of this Agreement, any Court order approving the terms of the
28 Class Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Employees

will be bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class Settlement.

13. A Final Approval Hearing shall be held before this Court on July 10, 2026 at 9:00 a.m. in Department 22 of the Superior Court of California for the County of Sacramento, located at 720 9th Street, Sacramento, California 95814, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the actions on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Award, PAGA Amount and Settlement Administration Costs.

14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Award, PAGA Amount, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by June 16, 2026, to be heard at the Final Approval Hearing.

15. Only Class Members who do not request exclusion from the Class Settlement may object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing, regardless of whether they submitted a written Objection. The Objection must be signed by the Settlement Class Member and contain all information required by this Settlement Agreement. A Settlement Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

16. The Settlement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault or omission by Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,

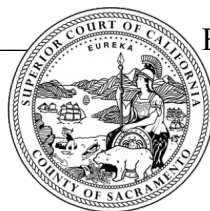
wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law, except for legal proceedings concerning the implementation, interpretation, or enforcement of the Settlement.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: 02/09/2026



By:

A handwritten signature in black ink, appearing to read "Lauri A. Damrell".

The Honorable Lauri A. Damrell
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Tawonna Johnson v. Kadiant, LLC
Superior Court of California for the County of Sacramento, Case No. 23CV001772

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Tawonna Johnson ("Plaintiff") and Defendant Kadiant, LLC ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the cases entitled *Tawonna Johnson v. Kadiant, LLC*, Superior Court of California for the County of Sacramento, Case No. 23CV001772 (the "PAGA Action"), and *Tawonna Johnson v. Kadiant, LLC*, Superior Court of California for the County of Sacramento, Case No. 23CV001897 (the "Class Action") (together, the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" means the time period from May 16, 2019 through [either (a) July 3, 2025 (90 days after the execution of the MOU), or, if applicable, (b) the Alternate End Date, pursuant to Paragraph 44 of the Settlement Agreement].

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"PAGA Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period.

"PAGA Period" means the time period from March 8, 2022 through [either (a) July 3, 2025 (90 days after the execution of the MOU), or, if applicable, (b) the Alternate PAGA End Date, pursuant to Paragraph 44 of the Settlement Agreement].

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On March 8, 2023, Plaintiff Tawonna Johnson provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of her intent to pursue civil penalties for alleged violations of the California Labor Code ("PAGA Notice").

On May 16, 2023, Plaintiff commenced a representative action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. in the Sacramento County Superior Court, Case No. 23CV001772 (the "PAGA Action"). On May 16, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Sacramento County Superior Court, Case No. 23CV001897 (the "Class Action"). On May 3, 2024, pursuant to the Parties' stipulation, the Court entered an order, thereby consolidating the Class Action and PAGA Action, and deeming the PAGA Action as the lead case.

Plaintiff alleges that Defendant violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide complaint wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct in violation of the California Business & Professions Code section 17200, *et seq.* and conduct that gives rise to civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Actions or that it violated any law.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Tawonna Johnson as representative of the Class (“Class Representative”), and the following attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
Alborz Javaheri, Esq.
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff, Class Members, and/or PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount to be paid by Defendant is \$2,000,000.00 (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount up to 35% of the Total Settlement Amount (i.e., \$700,000.00 if the Total Settlement Amount remains \$2,000,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed \$35,000.00 to Class Counsel (together, “Attorneys’ Fees and Costs”); (2) Enhancement Award in an amount up to \$10,000.00 to Plaintiff; (3) Settlement Administration Costs in an amount up to \$25,000.00 to the Settlement Administrator; and (4) the amount of \$100,000.00 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* (“PAGA Amount”). The PAGA Amount will be distributed as 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked as a non-exempt or hourly paid employee in California during the Class Period, which will be calculated by the Settlement Administrator by totaling all hours worked by each Settlement Class Member during the Class Period, and dividing it by forty (40) based on the class data provided by Defendant (“Workweeks”). The Settlement Administrator has divided the estimated Net Settlement Amount by the Workweeks of all Class Members during the Class Period to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks during the Class Period by the Estimated Workweek Value to yield his or her Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Settlement Class Members will be issued payment of their final Individual Settlement Share, net of applicable taxes.

Each Individual Settlement Share will be allocated as forty percent (40%) wages, which will be reported on an IRS Form W-2, and sixty percent (60%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share shall be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Employee worked as a non-exempt or hourly paid employee in California during the PAGA Period. The Settlement Administrator has divided the PAGA Employee Amount by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Employees shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks Based on Defendant’s Records

According to Defendant’s records:

From May 16, 2019 through [either (a) July 3, 2025 (90 days after the execution of the MOU), or, if applicable, (b) the Alternate End Date, pursuant to Paragraph 44 of the Settlement Agreement] (i.e., Class Period), you are credited with [] Workweeks.

From March 8, 2022 through [either (a) July 3, 2025 (90 days after the execution of the MOU), or, if applicable, (b) the Alternate End Date, pursuant to Paragraph 44 of the Settlement Agreement] (i.e., PAGA Period), you are credited with [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written letter (“Workweeks Dispute”) that: (a) contains the case name and number of the PAGA Action (*Tawonna Johnson v. Kadiant, LLC*, Sacramento County Superior Court, Case No. 23CV001772); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

Your Individual Settlement Share is estimated to be \$<< >>. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Your Individual PAGA Payment is estimated to be \$<< >>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect. The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to PAGA Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released PAGA Claims pertaining to Plaintiff and the PAGA Employees.

"Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Class Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Class Action, arising during the Class Period, including but not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201 - 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200, et seq.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. that were alleged in the PAGA Notice and in the PAGA Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and in the PAGA Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including, but not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201 - 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001 and 5-2001) for failure to pay all overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

“Released Parties” means Defendant Kadiant LLC and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives..

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$700,000.00 if the Total Settlement Amount remains \$2,000,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and the State of California with respect to PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Award”), in recognition of her services in connection with the Actions and her broader individual release and waiver of claims. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Settlement Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENTS BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendant is expected to fund the Total Settlement Amount and fund the amounts necessary to fully pay its Employer Taxes by way of four (4) installment payments. Within thirty (30) calendar days after the Effective Date, Defendant will make a deposit of \$500,000.00 into the settlement account to be established by the Settlement Administrator (“Payment 1”). Within twelve (12) months of depositing Payment 1, Defendant will make a deposit of \$500,000.00 into the settlement account (“Payment 2”). Within twelve (12) months of depositing Payment 2, Defendant will make a deposit of \$500,000.00 into the settlement account (“Payment 3”). Within twelve (12) months of depositing Payment 3, Defendant will make a deposit of \$500,000.00 into the settlement account (“Payment 4”), along with an amount sufficient to satisfy the Employer Taxes for the wage allocation of the Settlement.

Distributions of Individual Settlement Payments to Settlement Class Members and Individual PAGA Payments to PAGA Employees are expected to occur within seven (7) calendar days of the full funding of the Total Settlement Amount.

“Effective Date” means the later of (a) the last day on which any appeal might be filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including expiration of any time to seek reconsideration or further review.

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written letter ("Request for Exclusion"), which must: (a) contain the case name and number of the PAGA Action (*Tawonna Johnson v. Kadiant, LLC*, Sacramento County Superior Court, Case No. 23CV001772); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection ("Objection") to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

The Objection must: (a) contain the case name and number of the PAGA Action (*Tawonna Johnson v. Kadiant, LLC*, Sacramento County Superior Court, Case No. 23CV001772); (b) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 22 of the Sacramento County Superior Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. The hearing may be continued without further notice to the Class Members and Aggrieved Employees. If you desire to appear remotely at the Final Approval Hearing, you may appear by joining Department 22's Zoom link (<https://saccourt-ca-gov.zoomgov.com/my/sscddept22>) or by phone number

(Telephone: (833) 568-8864 / ID: 16184738886).

Instructions are provided by the Court at: <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records filed in the Actions by visiting the civil clerk's office, located at Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On February 25, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Nancy N. Lubrano (nlubrano@cdfsaborlaw.com)
Osaama Saifi (osaifi@cdfsaborlaw.com)
Todd R. Wulffson (twulffson@cdfsaborlaw.com)
Tyler J. Angelini (tangelini@cdfsaborlaw.com)

CDF LABOR LAW LLP
18300 Von Karman Avenue, Suite 800
Irvine, California 92612

Attorneys for Defendant Kadiant, LLC

[X] BY E-MAIL

By agreement of the parties, the above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 25, 2026, at Glendale, California.


Deven Launchbaugh