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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TAWONNA JOHNSON, individually, and on behalf of other PAGA 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.

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.

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

Honorable Peter K. Southworth
Department 8B

CLASS ACTION

DECLARATION OF GARVIN BROWN OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	November 13, 2026
Time:	9:00 a.m.
Department:	8B
PAGA Complaint Filed:	May 16, 2023
Class Complaint Filed:	May 16, 2023
Trial Date:	None Set

I, Garvin Brown, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for *Tawonna Johnson v. Kadiant, LLC* (the "Action"). I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement in the Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Notice Of Class And Representative Action Settlement,* ("Class Notice"); (b) receiving and processing Class Members' written letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion") and Class Members' written objections to the Class Settlement ("Objections"), if applicable; (c) resolving Class Members' and/or PAGA Employees' written letters disputing the pre-printed information on the Class Notice as to the number of Workweeks credited to them ("Workweeks Disputes"); (d) establishing a Qualified Settlement Fund ("QSF") account and calculating Individual Settlement Share and Individual PAGA Payment amounts; (e) processing and mailing Individual Settlement Payment and Individual PAGA Payment checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On February 9, 2026, ILYM Group received the Court approved text for the Class Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which was approved by the Parties' Counsel prior to mailing.

5. On March 2, 2026, ILYM Group received a complete list of all Class Members from Counsel for Defendant, which include each Class Member's last-known full name, mailing address, telephone number, Social Security Number, start and end dates employed as a hourly-paid or non-exempt employee of Defendant in California during the Class Period, and such other information as is necessary for the Settlement Administrator to calculate Workweeks (collectively, "Class List"). The data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained four thousand four hundred twenty-four (4,424) individuals identified as Class Members.

6. As part of the preparation for mailing, all four thousand four hundred twenty-four (4,424) names and addresses contained in the Class List were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Settlement Class Members before mailing of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

7. On August 14, 2026, the Class Notice was mailed, via U.S First Class Mail, to all four thousand four hundred twenty-four (4,424) Class Members contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice.

8. As of the date of this declaration, one thousand nineteen (1,019) Class Notices have been returned to our office as undeliverable. Of the one thousand nineteen (1,019) returned Class Notices, none included a return with a forwarding address provided by the USPS. ILYM Group performed a computerized skip trace on all one thousand nineteen (1,019) returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address for the purpose of

re-mailing the Class Notice. As a result of this skip trace, one thousand eight (1,008) updated addresses were obtained and the Class Notices were promptly re-mailed to those Settlement Class Members, via U.S. First Class Mail.

9. As of the date of this declaration, a total of one thousand eight (1,008) Class Notices have been re-mailed as a result of ILYM Group's skip tracing efforts.

10. As of the date of this declaration, a total of eleven (11) Class Notices have been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

11. As of the date of this declaration, ILYM Group has received one (1) Request for Exclusion from the following individual: Noelle Catherine Steinberg.

12. As of the date of this declaration, ILYM Group has not received any written objections to the Settlement.

13. As of the date of this declaration, ILYM Group has not received any disputes from a Settlement Class Member.

14. The deadline for Class Members to submit a Request for Exclusion from the Class Settlement, Objection to the Class Settlement, or Workweeks Dispute was September 28, 2026, and the re-mailed Class Notice extended deadline was October 13, 2026.

15. As of the date of this declaration, ILYM Group will report a total of four thousand twenty-three (4,423) Settlement Class Members, representing 99.98% of the four thousand twenty-four (4,424) Class Members.

16. The Escalator Clause of the Settlement Agreement indicates that if it is determined that the total number of Workweeks exceed 195,000 by more than ten percent (10%) (i.e. exceeds 214,500) during the Class Period at Defendant's option either: (a) the Total Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks above 214,500 Workweeks (e.g., if the threshold of 214,500 Workweeks is exceeded by 1%, the Total Settlement Amount will increase by 1%), or, (b) the Class Period will end as of the date the ten precent (10%) threshold was reached (i.e., the date on which the Workweeks total reached 214,500) and such date shall be referred to as the "Alternate End Date" or "Alternate Class Period

End Date." The total number of Workweeks worked by the Settlement Class Members during the Class Period is 83,280. The Escalator Clause has not been triggered.

17. Settlement Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by the Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Total Settlement Amount for Class Counsel Attorney Fees and Litigation Costs/Expenses, the Enhancement Award, Administration Fees to ILYM Group, and the PAGA Penalties allocation, e.g.,

Total Settlement Amount	**$2,000,000.00**
Attorneys' Fees	$700,000.00
Attorneys' Costs	$29,109.23
Enhancement Award	$10,000.00
Settlement Administration Costs	$21,950.00
LWDA Payment	$75,000.00
PAGA Employee Amount	$25,000.00
Net Settlement Amount	**$1,138,940.77**

18. To determine a Settlement Class Member's Individual Settlement Share, ILYM will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value. Based on these calculations, the Settlement Class Members will receive an estimated average gross payment of $257.50, with the estimated highest gross payment being $3,146.85.

19. In addition, ILYM Group will report a total of two thousand six hundred eighty-one (2,681) PAGA Employees who worked forty-four thousand three hundred seven (44,307) Workweeks during the PAGA Period. The Individual PAGA Payments to the PAGA Employees will be calculated based on the PAGA Employee's number of Workweeks worked during the PAGA Period. To determine a PAGA Employee's Individual PAGA Payment, ILYM will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the

Class Period to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks during the Class Period by the Final Workweek Value. Based on these calculations, the PAGA Employees will receive an estimated average payment of $9.32, with the estimated highest payment being $98.74.

20. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $21,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform. A true and correct copy of the invoice from ILYM is attached hereto as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 21st day of October 2026, at Tustin, California.

Garvin Brown

GARVIN BROWN

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 February 9, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on **November 13, 2026**, at **9:00 a.m.** ("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 July 3, 2025.

"**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 July 3, 2025.

"**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 February 9, 2026, 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 Aiwazian, 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 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 July 3, 2025 (i.e., Class Period), you are credited with «Class_Workweeks» Workweeks.

From March 8, 2022 through July 3, 2025 (i.e., PAGA Period), you are credited with «PAGA_Workweeks» 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 September 28, 2026**.

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 $«Est_Individual_Settlement_Share». 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 $«Est_Individual_PAGA_Payment».

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 September 28, 2026** at the following address:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

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 September 28, 2026**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 8B of the Sacramento County Superior Court, located at the Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, California 95814, on **November 13, 2026**, at **9:00 a.m.**, 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 8B's Zoom link (https://saccourt-ca-gov.zoomgov.com/j/16184738886) or by phone number (Telephone: (833) 568-8864 / ID: 16184738886).

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

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://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home.

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: (888) 250-6810, OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Tawonna Johnson v. Kadiant, LLC
c/o ILYM Group, Inc.
P.O. Box 2031 «ILYM_ID
Tustin, CA 92781 QR Code»

ILYM ID: «ilym_id» «Tray_PC» «Postal_Sort»
«first_name» «last_name»
«Address_1»
«City», «state» «Zip_Code»
«encodedimbno»

Questions? Please call: ILYM Group, Inc. at (888) 250-6810

EXHIBIT “B”

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: TJ-KadiantLLC-1772

Tuesday, May 13, 2025

Requesting Attorney:
Ani Menedjian, Esq.
Lawyers for Justice
ani@calljustice.com
818.647.9323

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	3,875
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$1,300.00
Project Management:	$3,790.00
Notification & Mailing:	$6,390.75
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$9,109.25
Case Conclusion:	$1,360.00
All-In/Capped ILYM Fees & Expenses:	**$21,950.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: TJ-KadiantLLC-1772

Tuesday, May 13, 2025

Requesting Attorney's Name: Ani Menedjian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	4	$600.00
Programming of Class Database	Hourly	$175.00	4	$700.00
**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*			**Subtotal**	**$1,300.00**
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	6	$720.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	2	$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	2	$140.00
Report Processing	Hourly	$70.00	2	$140.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$900.00	1	$900.00
Toll-Free Customer Service Representative	Flat Fee	$1,000.00	1	$1,000.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$3,790.00**
NOTIFICATION & MAIILING				
Fulfillment of Notice, English only	Per Piece	$0.80	3,875	$3,100.00
USPS First Class Postage	Per Piece	$0.70	3,875	$2,712.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$1.00	388	$387.50
Storage, Photocopies, Deliveries	Flat Fee	$190.75	1	$190.75
			Subtotal	**$6,390.75**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: TJ-KadiantLLC-1772

Tuesday, May 13, 2025

Requesting Attorney's Name: Ani Menedjian, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	5	$750.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	5	$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$0.70	3,875	$2,712.50
USPS First Class Postage	Per Piece	$0.70	3,875	$2,712.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$0.90	233	$209.25
Preparation of Taxes	Hourly	$120.00	5	$600.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$9,109.25**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	2	$200.00
Project Manager Final Reporting	Hourly	$120.00	3	$360.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	2	$250.00

Subtotal **$1,360.00**

All-In/Capped ILYM Fees & Expenses: $21,950.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.