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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

SHAROLIN SARKIS and ANA CABRERA, on behalf of themselves and all others similarly situated, Plaintiffs, v. MILTENYI BIOTEC, INC., a California Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 24CV430462 *Assigned to the Hon. Theodore C. Zayner* **DECLARATION OF TAYLOR MITZNER WITH RESPECT TO NOTICE AND SETTLEMENT ADMINISTRATION** Hearing: Date: July 29, 2026 Time: 2:30 p.m. Dept.: 19 Complaint Filed: February 5, 2024 FAC Filed: December 12, 2024

DECLARATION OF TAYLOR MITZNER

I, Taylor Mitzner, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Sarkis, et al. v Miltenyi Biotec, Inc.* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Class Action and PAGA Settlement Agreement* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Notice of Settlement of Class Action* ("Notice"); (ii) responding to inquiries from Class Members; (iii) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (iv) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (v) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vi) issuing the payment to Class Counsel for attorneys' fees and costs, the Service Payments to both Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On February 2, 2026, Phoenix received a data file from Defense Counsel ("Class List") that contained names, last known mailing addresses, Social Security numbers, dates of employment, the number of weeks each Class Member worked during the period from February 5, 2020 through August 12, 2025 ("Class Period"), and the number of pay periods that each Aggrieved Employee worked during the time period from February 5, 2023 through August 12, 2025 ("PAGA Period"). The final mailing list contained two hundred thirty (230) individuals identified as Class Members.

4. On February 11, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On February 17, 2026, Phoenix mailed the Notice via U.S. first-class mail to all two hundred thirty (230) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Notices have been returned to Phoenix.

7. As of the date of this declaration, Phoenix has received <u>one (1) Request for Exclusion</u> from a Class Member. The deadline to request exclusion from the Class Settlement was April 3, 2026.

8. As of the date of this declaration, Phoenix has received <u>zero (0) Notices of Objection</u> from Class Members. The deadline for objecting to the Class Settlement was April 3, 2026.

9. As of the date of this declaration, Phoenix has received <u>one (1) Workweek dispute</u> from a Class Member. The deadline for submitting a dispute was April 3, 2026. Phoenix provided the dispute to Class Counsel and Defense Counsel for review.

10. There are two hundred twenty-nine (229) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 99.57% of the Class. Settlement Class Members have worked a collective total of thirty thousand four hundred fifty-one (30,451) Workweeks during the Class Period. Each Workweek is valued at approximately $40.52.

11. The Escalator Clause of the Settlement Agreement indicates that if there are more than thirty-three thousand six hundred sixty (33,660) Workweeks during the Class Period, then Defendant shall have the option to either increase the Gross Settlement Amount by $68.62 for each additional Workweek or have the Class and PAGA Periods end before the total Workweeks exceed 33,660. The total Workweeks during the Class Period were 30,739. Since the total Workweeks did not exceed 33,660, the Escalator Clause was not triggered.

12. The Net Settlement Amount of $1,234,000.00 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($700,000.00), and Class Counsel costs ($40,000.00), requested Service Payments to Plaintiffs Sarkis and Cabrera ($10,000.00 each totaling $20,000.00), the PAGA Amount ($100,000.00), and the requested Settlement Administration Costs ($6,000.00) from the Gross Settlement Amount ($2,100,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $11,670.95, the lowest Individual Settlement Share to be paid is approximately $40.52, while the average Individual Settlement Share to be paid is approximately $5,388.65. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

14. Additionally, $100,000 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or $75,000, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or $25,000, shall be paid to the Aggrieved Employees. There are one hundred sixty-four (164) Aggrieved Employees who worked a total of seven thousand five hundred twenty-three (7,523) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $202.71, the lowest Individual PAGA Payment to be paid is approximately $6.65, and the average Individual PAGA Payment to be paid is approximately $152.44.

15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

16. Phoenix's costs associated with the administration of this matter are $6,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this June 25, 2026, at Orange, California.

Taylor Mitzner
TAYLOR MITZNER

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION

Sharolin Sarkis, et al. v Miltenyi Biotec, Inc.
Superior Court of the State of California, County of Santa Clara
Case No. 24CV430462
LWDA Case No. LWDA-CM- 1009167-24

To: All current and former non exempt employees employed by Miltenyi Biotec, Inc. in California at any time between February 5, 2020 through August 12, 2025 (the "Class") and all current and former non exempt employees employed by Miltenyi Biotec, Inc. in California at any time between February 5, 2023 through August 12, 2025 (the "Aggrieved Employees").

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on July 29, 2026 to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the "Settlement").

«First_Name» «Last_Name»
«Address_1»
«City», «State» «ZIP_Code»

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately «Est_Set_Amt» as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for the Company in California (referred to as "Workweeks") between **February 5, 2020 through August 12, 2025** (the "Class Period").

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act ("PAGA") for all current and former non exempt employees who were employed by Miltenyi Biotec, Inc. in California at any time between **February 5, 2023 through August 12, 2025** (the "PAGA Period"). These individuals are referred to as "Aggrieved Employees." Aggrieved Employees do not have the right to opt out of the PAGA portion of the Settlement.

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may "opt-out" of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by April 3, 2026 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by April 3, 2026 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on July 29, 2026.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the "Settlement") in *Sharolin Sarkis, et al. v Miltenyi Biotec, Inc.,* Santa Clara County Superior Court Case No. 24CV430462, (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company's records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between February 5, 2020, through August 12, 2025 ("Class Period"). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

<u>NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT</u>: If you were employed by the Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and <u>do not need to take any further action to receive a payment</u>.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about February 5, 2024, Plaintiff Sharolin Sarkis filed a Class Action Complaint in the Court against Defendant, including causes of action asserting: (1) failure to timely pay wages; (2) failure to pay minimum wages; (3) failure to pay all overtime wages, (4) meal period violations; (5) rest period violations; (6) failure to pay sick time; (7) wage statement violations; (8) waiting time penalties; (9) failure to reimburse necessary business expenses; & (10) unfair competition. On December 12, 2024, Plaintiff filed a First Amended Complaint alleging the same claims and adding Plaintiff Ana Cabrera as a named plaintiff and adding a cause of action for PAGA penalties based on the foregoing Labor Code violations.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, which expressly denies any and all liability.

The Court has not ruled on the merits of Plaintiffs' claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm's length mediation.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

<u>If you are still employed by the Company, this Settlement will not affect your employment</u>. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiffs and the Class Members?

Mehrdad Bokhour **Bokhour Law Group, P.C.** *mehrdad@bokhourlaw.com* 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Joshua S. Falakassa **Falakassa Law, P.C.** *josh@falakassalaw.com* 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868

IV. What are the terms of the Settlement?

On January 30, 2026, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between February 5, 2020, through August 12, 2025 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Company has agreed to pay $2,100,000.00 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor and Workforce Development Agency ("LWDA") and PAGA aggrieved employees, and Settlement Administration Costs, Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

<u>Settlement Administration Costs</u>. The Court has approved Phoenix Class Action Administration Solutions, ("Phoenix") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of $ 6,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

<u>Penalties to the LWDA</u>. Of the $2,100,000.00 Gross Settlement Amount, $100,000.00 is allocated to PAGA penalties. Of this amount, $75,000.00 will be paid to the California Labor and Workforce Development Agency, and $25,000.00 will be distributed to Aggrieved Employees on a pro rata basis based on the number of Pay Periods worked during the PAGA Period. PAGA payments are paid one hundred percent (100%) as penalties and will be reported on IRS Form 1099. No taxes will be withheld from PAGA payments.

The PAGA Period means February 5, 2023, through August 12, 2025.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Pay Periods during which each Aggrieved Employee worked during the PAGA Period relative to the total number of Workweeks Worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will request that the Court approve service awards of up to $10,000 each for the two Class Representatives. Any service award is subject to Court approval. If the Court awards less than the requested amount, the difference will be added to the Net Settlement Amount for distribution to Participating Class Members.

Attorneys' Fees and Expenses. Class Counsel, which includes two law firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.), has been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date), having been paying all litigation costs and expenses. The Court will determine the actual amount of attorneys' fees awarded to Class Counsel, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third ($33.33%) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to $40,000 for the costs Class Counsel incurred in connection with the Lawsuit. Attorneys' Fees will be requested and subject to Court approval, not guaranteed. If the Court awards less than the requested attorneys' fees or litigation costs, the difference will be added to the Net Settlement Amount for distribution to Participating Class Members.

Calculation of Individual Settlement Payments to Class Members.

After deducting Court approved attorneys' fees and litigation costs, service awards to the Class Representatives, Settlement Administration Costs, and the amount allocated to PAGA penalties, the remaining portion of the Gross Settlement Amount will constitute the Net Settlement Amount. The Net Settlement Amount will be distributed to Participating Class Members, meaning Settlement Class Members who do not submit a timely Request for Exclusion.

Each Participating Class Member's Individual Settlement Amount will be calculated based on the number of Workweeks worked by that Participating Class Member during the Class Period in California. Workweeks will be calculated based on Defendant's business records. A Participating Class Member's Individual Settlement Amount will be determined by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's total number of Workweeks during the Class Period, and the denominator of which is the total number of Workweeks worked by all Participating Class Members during the Class Period.

If any Settlement Class Member timely submits a Request for Exclusion, that individual's share of the Net Settlement Amount will be redistributed on a pro rata basis among all Participating Class Members so that one hundred percent (100%) of the Net Settlement Amount allocated to the Class Claims is distributed to Participating Class Members.

Based on Defendant's records, you worked «Total_Weeks» Workweeks during the Class Period. Based on this information, your estimated Individual Settlement Amount for Class Claims is «ESA_Before_Paga».

PAGA Payments. Of the $25,000 allocated for payment to Aggrieved Employees under PAGA, each Aggrieved Employee's PAGA payment will be calculated by multiplying the total PAGA amount allocated to Aggrieved Employees by a fraction, the numerator of which is the number of Pay Periods worked by the Aggrieved Employee during the PAGA Period, and the denominator of which is the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period.

Based on Defendant's records, you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period. Based on this information, your estimated PAGA payment is «PAGA_Amount».

For each Settlement Class Member, the Weeks Worked at the Company during the Class Period will be calculated from Company's records. The Company's records indicate that you worked for «Total_Weeks» **Workweeks** in California during the Class Period of February 5, 2020 through August 12, 2025. If you disagree with the number of Workweeks attributed to you, you may submit written evidence to the Settlement Administrator by the deadline stated in this Notice. The Settlement Administrator will review the information and provide it to Class Counsel and Defense Counsel, who will meet and confer in good faith regarding the dispute. If counsel are unable to resolve the dispute, the issue will be submitted to the Court for a final determination. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded.

Settlement checks must be cashed within 180 days from the date they are mailed. If a settlement check is not cashed within that time, it will be void. Any unclaimed settlement funds will be distributed to the Interdisciplinary Center for Healthy Workplaces at the University of California, Berkeley, as the Court approved cy pres recipient. The release of claims will remain binding even if a settlement check is not cashed.

Allocation and Taxes. Twenty-five percent (25%) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). Seventy fve (75%) of the Settlement Amount will be distributed to each participating Class Member as "interest" and as "civil penalties" (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. The Company will be responsible for paying its portion of the any state and federal taxes, in addition to the Settlement Amount. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Company and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon Final Approval of the Settlement and the Effective Date, Participating Class Members will release Miltenyi Biotec, Inc. and the Released Parties from all claims that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint, including claims for unpaid wages, overtime, meal and rest period violations, wage statement violations, waiting time penalties, unreimbursed business expenses, unfair competition, and related statutory penalties, for the period **February 5, 2020 through August 12, 2025**.

Aggrieved Employees and the LWDA will also release all PAGA claims for the period **February 5, 2023 through August 12, 2025**. PAGA claims are released regardless of whether a Class Member opts out of the class settlement.

Likewise, the "PAGA Claims" or "Released PAGA Claims" shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the First Amended Complaint, as defined above, based on the facts alleged therein, including claims for claims (1) failure to timely pay wages; (2) failure to pay minimum wages; (3) failure to pay all overtime wages, (4) meal period violations; (5) rest period violations; (6) failure to pay sick time; (7) wage statement violations; (8) waiting time penalties; (9) failure to reimburse necessary business expenses; (10) unfair competition; & (11) PAGA Penalties. The time period governing these Released PAGA Claims shall be at any time from February 5, 2023 through August 12, 2025.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

> **"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."**

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

A. **Do Nothing and Participate in the Settlement**. Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

B. **Exclude Yourself from the Settlement**. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a "Request for Exclusion from the Class Action Settlement" letter/card postmarked no later than April 3, 2026 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE SHAROLIN SARKIS, ET AL. V MILTENYI BIOTEC, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator, P.O. Box 7208, Orange, CA 92863, **postmarked no later than April 3, 2026**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Class Claims.

C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating your full name, address, telephone number, dates of employment with Defendant of the Objecting Settlement Class Member, the case name and number, the basis for the objection. Objections in writing must be mailed to the Settlement Administrator, P.O. Box 7208, Orange, CA 92863, **by no later than April 3, 2026** for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Company. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.**

If the Court rejects your objection, if you want to preserve your rights to appeal from judgment, including all rights to any post-judgment proceedings and appellate proceeding, then you must timely and properly become a party of records in this case by intervening or filing a motion to vacate the judgment. Please consult with an attorney to ensure you understand the proper procedure and timing to become a party of record by intervening in the action or filing a motion to vacate the judgment.

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for July 29, 2026, at 2:30 p.m. in Department 19 of the Santa Clara County Superior Court, located at 191 North First Street, San Jose, California 95113. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before July 7, 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on July 29, 2026 at 2:30 p.m. in Department 19 of the Santa Clara County Superior Court, located at 191 North First Street, San Jose, California 95113.

You may also consult the Superior Court website to access documents by going to (https://portal.scscourt.org/search) and entering the Case Number for the Action, Case No. 24CV430462.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: 24CV430462.

https://portal.scscourt.org/search

Class members may appear at the final approval hearing in person or remotely using the remote appearance link for Department 19 (Afternoon Session), and should review the remote appearance instructions beforehand:

https://santaclara.courts.ca.gov/online-services/remote-hearings

Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at the Office of the Clerk, Santa Clara County Superior Court, located at 191 North First Street, San Jose, California 95113, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

The Settlement Administrator will also post a copy of the final judgment on its website, which can be accessed at the following URL:

PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

June 23, 2026

CASE ASSUMPTIONS	
Class Members	230
Opt Out Rate	1%
Opt Outs Received	4
Total Class Claimants	226
Subtotal Admin Only	**$6,350.77**
Flat Fee Total	**$6,000.00**

For 230 Class Members

Pricing Good for Scope of Estimate Only

Uncashed Checks to Cy-Pres Included

Case: Sarkis et al. v. Milteyni, Opt-Out Administration

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Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **230** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Manager	$100.00	2	$200.00
Programming Database & Setup	$100.00	2	$200.00
Toll Free Setup*	$100.00	1	$100.00
Call Center & Long Distance	$2.00	32	$64.40
NCOA (USPS)	$46.00	1	$46.00
		Total	**$610.40**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website			
Project Action	**Rate**	**Hours/Units**	**Line Item Estimate**
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.10	230	$23.00
Notice Packet & Opt-Out Form	$1.35	230	$310.50
Estimated Postage (up to 2 oz.)*	$0.70	230	$161.00
Static Website	$200.00	1	$200.00
		Total	**$894.50**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$85.00	1	$85.00
Skip Tracing Undeliverables	$1.00	35	$34.50
Remail Notice Packets	$1.00	32	$31.50
Estimated Postage	$0.90	32	$28.35
Programming Undeliverables	$50.00	2	$100.00
		Total	**$279.35**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Database	$150.00	1	$150.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	5	$275.00
Deficiency & Dispute Letters	$10.00	1	$10.00
Case Manager	$85.00	3	$255.00
		Total	**$890.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	1	$135.00
Disbursement Review	$135.00	1	$135.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$135.00	1	$135.00
Check Run Setup & Printing	$135.00	3	$405.00
Mail Class Checks *	$0.90	226	$203.40
Estimated Postage	$0.70	226	$158.20
		Total	**$1,361.60**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for dowloading tax forms from PHX secure portal

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Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$85.00	1	$85.00
Remail Checks (Postage Included)	$2.00	47	$94.92
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$85.00	4	$340.00
Conclusion Reports	$115.00	2	$230.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	2	$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	$1,000.00	1	$1,000.00
Check to Cy-Pres	$150.00	1	Included
		Total	**$2,314.92**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$6,350.77**

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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA 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 Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.