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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

MARISSA RIEMANN, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

QUANTUM DESIGN, INC.; QUANTUM
DESIGN INTERNATIONAL, INC.; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24CU009870C

Honorable Katherine A. Bacal
Department C-63

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

Date: August 21, 2026
Time: 1:30 p.m.
Dept: C-63

Complaint Filed: September 6, 2024
FAC Filed: November 12, 2024
Trial Date: Not Set

1 I, Garvin Brown, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Marissa*
6 *Riemann v. Quantum Design, Inc., et al.* matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering class action settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for class actions ranging in size from 26 to 4.5 million class members.

12 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
13 appointed by the Court to provide notification services and settlement administration, pursuant to
14 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
15 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
16 *Notice of Class Action Settlement* (referred to as “Class Notice”); (b) receiving and processing
17 Requests for Exclusion, Notices of Objection, and Disputes, if applicable; (c) establishing a
18 Qualified Settlement Fund account and calculating individual settlement award amounts; (d)
19 processing and mailing settlement award checks; (e) handling tax withholdings as required by the
20 Settlement and the law; (f) preparing, issuing and filing tax returns and other applicable tax forms;
21 (g) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and
22 (h) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to
23 perform.

24 4. On February 20, 2026, ILYM Group received the Court approved text for the Class
25 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
26 was approved by the Parties’ Counsel prior to mailing.

27 5. On March 6, 2026, ILYM Group received the Class List from Defendants’ Counsel,
28 which contained each Class Member’s/PAGA Employee’s full name, Social Security number, last

1 known mailing address, dates worked for Defendants during the Class Period, and number of
2 Workweeks and Pay Periods. The Class List was uploaded to our database and checked for
3 duplicates and other possible discrepancies. The Class List contained 322 Class Members who
4 worked 38,026 Workweeks. Accordingly, the Escalator Clause was not triggered.

5 6. As part of the preparation for mailing, all 322 names and addresses contained in the
6 Class List were then processed against the National Change of Address (“NCOA”) database,
7 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
8 the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA
9 contains requested change of addresses filed with the USPS. To the extent that a Class Member’s
10 or PAGA Employee’s updated address was found in the NCOA database, the updated address was
11 used for the mailing of the Class Notice. To the extent that no updated address was found in the
12 NCOA database, the original address provided by Defendants’ Counsel was used for the mailing
13 of the Class Notice.

14 7. On March 20, 2026, the Class Notice was mailed, via U.S First Class Mail, to all
15 322 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
16 copy of the mailed Class Notice.

17 8. As of the date of this declaration, 14 Class Notices have been returned to our office.
18 Of the 14 returned Class Notices, none included a forwarding address. ILYM Group performed a
19 computerized skip trace on the 14 returned Class Notices that did not have a forwarding address,
20 in an effort to obtain an updated address for the purpose of re-mailing the Class Notices. As a result
21 of this skip trace, 13 updated addresses were obtained and the Class Notices were promptly re-
22 mailed to those Class Members via U.S. First Class Mail. As of the date of this declaration, a total
23 of one (1) Class Notice has been deemed undeliverable as no updated address was found
24 notwithstanding the skip tracing.

25 9. As of the date of this declaration, ILYM Group has received one (1) Request for
26 Exclusion from Cynthia Kinnard. The Response Deadline was May 4, 2026. The extended
27 Response Deadline was May 19, 2026.

28

10. As of the date of this declaration, ILYM Group has not received any Notices of Objection. The Response Deadline was May 4, 2026. The extended Response Deadline was May 19, 2026.

11. As of the date of this declaration, ILYM Group has received one (1) Dispute, which has been resolved.

12. As of the date of this declaration, ILYM Group reports a total of 321 Settlement Class Members, representing 99.69% of the Class, who worked 38,016 Workweeks, and 237 PAGA Employees who worked 8,022 Pay Periods.

13. Settlement Class Members will receive a proportional share of the Net Settlement Amount through Individual Settlement Shares, based on the number of Workweeks worked during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the following Court-approved payments from the Gross Settlement Amount for the Attorneys' Fees and Costs, Enhancement Payment, Settlement Administration Costs, and PAGA Amount:

Gross Settlement Amount	\$1,290,000.00
Attorneys' Fees	\$451,500.00
Attorneys' Costs	\$35,000.00
Enhancement Payment	\$10,000.00
Settlement Administration Costs	\$7,250.00
PAGA Amount	\$50,000.00 (65% LWDA Payment) \$32,500.00 (35% PAGA Employee Amount) \$17,500.00
Net Settlement Amount	\$736,250.00

14. To determine a Settlement Class Member's Individual Settlement Share, the Net Settlement Amount shall be divided among all Settlement Class Members on a pro rata basis, based on the ratio of the Workweeks worked by each Settlement Class Member during the Class Period, to the total number of Workweeks worked by all Settlement Class Members during the Class Period. Based on these calculations, the Settlement Class Members will receive an estimated

1 average gross Individual Settlement Share of \$2,293.61, with the highest estimated gross Individual
2 Settlement Share being \$5,229.05, and the lowest estimated gross Individual Settlement Share
3 being \$38.73. These amounts are subject to employee-side tax and withholdings.

4 15. To determine a PAGA Employee's Individual PAGA Payment, the PAGA
5 Employee Amount will be divided among all PAGA Employees on a pro rata basis, based on the
6 ratio of the Pay Periods worked by each PAGA Employee during the PAGA Period, to the total
7 number of Pay Periods worked by all PAGA Employees during the PAGA Period. Based on these
8 calculations, the PAGA Employees will receive an estimated average Individual PAGA Payment
9 of \$73.84, with the highest estimated Individual PAGA Payment being \$126.53, and the lowest
10 estimated Individual PAGA Payment being \$2.18.

11 16. ILYM Group's total fees and costs for services in connection with the administration
12 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
13 costs for completion of the settlement administration, are \$7,250.00. ILYM Group's work in
14 connection with this matter will continue with the calculation of the Individual Settlement Shares
15 and Individual PAGA Payments, issuance and mailing of the checks for Individual Settlement
16 Payments and Individual PAGA Payments, the necessary tax filing and reporting on such payments,
17 and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to
18 perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's quote.

19
20 I declare under penalty of perjury under the laws of the State of California and the United
21 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
22 was executed this 1st day of July 2026, at Tustin, California.

23 *Garvin Brown*

24 GARVIN BROWN

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.
Superior Court of California for the County of San Diego, Case No. 24CU009870C

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' 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.

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

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Marissa Riemann ("Plaintiff") and Defendants Quantum Design, Inc. and Quantum Design International, Inc. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, San Diego County Superior Court, Case No. 24CU009870C ("Action"), which may affect your legal rights. On February 20, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on **August 21, 2026 at 1:30 p.m.** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period.

"Class Period" means the period from September 6, 2020 through November 3, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period.

"PAGA Period" means the period from September 6, 2023 through November 3, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 3, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On September 6, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On November 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed 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 accurate wage statements, and reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code sections 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.

Defendants deny all of the allegations in the Action and further deny that they have violated any local, state, or federal laws or IWC Wage Orders.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On February 20, 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 Marissa Riemann as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

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 and/or Pay Periods 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. You will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

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 Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Two Hundred Ninety Thousand Dollars and Zero Cents (\$1,290,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) an Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$32,500.00) (“LWDA Payment”) and the remaining 35% (\$17,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible 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 for Defendants as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below).

Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, forty-five percent (45%) as penalties, and forty-five (45%) as interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will 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 employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross 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 pay periods each PAGA Employee worked for Defendants as a non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

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 provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods Based on Defendants’ Records

According to Defendants’ records:

- **From September 6, 2020 through November 3, 2025 (i.e., the Class Period), you are credited as having worked «Class_Workweeks_» Workweeks.**
- **From September 6, 2023 through November 3, 2025 (i.e., the PAGA Period), you are credited as having worked «PAGA_Pay_Periods_» Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before May 4, 2026.**

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, 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 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$«Est_Individual_PAGA_Payment» and 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 Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Settlement Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Class Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect and be final and binding upon Settlement Class Members.

PAGA Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect and be final and binding upon PAGA Employees regarding the Released PAGA Claims.

“Released Class Claims” means all of the following claims, that were actually alleged or that could have been alleged in the Operative Complaint, arising during the Class Period, as well as any and all wage and hour claims and that were asserted or could have been asserted in the Operative Complaint, arising during the Class Period, based on the factual or legal allegations contained in the Operative Complaint in the Action, including: (a) failure to pay all wages owed (minimum wage and overtime), whether due to alleged off-the-clock work, alleged failure to correctly calculate the regular rate of pay, or any other theory of liability for the underpayment of the minimum wage or overtime; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) unfair business practices; (i) claims for violation of the provisions of the applicable IWC Wage Order(s) regarding minimum wage, overtime, meal periods, and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, and failure to reimburse business expenses; (j) claims for attorney’s fees and costs in connection therewith; and (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Operative Complaint during the Class Period.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA that were actually alleged or that could have been alleged based on the factual or legal allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, including, but not limited to: (a) PAGA penalties for alleged violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2699, *et. seq.*, claims for violation of the provisions of the applicable IWC Wage Order(s) regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, and failure to reimburse business expenses; and (b) claims for attorney’s fees and costs related thereto.

“Released Parties” means Defendants as well as their current and former parent, affiliated organizations, shareholders, officers, directors, management employees, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been

prosecuting the Action on behalf of Plaintiff, Class Members, and 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 Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“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, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

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

A. Participate in the 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 and if the Court grants final approval of the 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 against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, 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 against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, 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

A Request for Exclusion must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before May 4, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued 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 timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before May 4, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

PAGA Employees do not have a statutory right to object, opt out of, or otherwise exclude himself or herself from the PAGA Settlement. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-63 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on **August 21, 2026, at 1:30 p.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Below is the court’s Zoom information, however, this information may change, therefore, please check the Court’s website for the most current information and links.

San Diego Instructions for appearing remotely: <https://www.sdcourt.ca.gov/>

Link to Department C-63 Zoom Hearings: <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>

VI. 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 documents filed in the Action by going to <https://odyroa.sdcourt.ca.gov/Cases> and then entering the Case Number for the Action, Case No. 24CU009870C. You may also visit the Settlement Administrator’s website at **www.ilymgroup.com** for key documents in the Action.

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.

Riemann v. Quantum Design, Inc

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR Code»

ILYM ID: «ilym_id» «PC»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»

EXHIBIT “B”

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Riemann v. Quantum Design, Inc.

Tuesday, December 2, 2025

Requesting Attorney:

Lizeth Marin

Blackstone Law, APC

lmarin@blackstonepc.com

310.622.4278

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	350
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:	\$650.00
Project Management:	\$1,585.00
Notification & Mailing:	\$1,045.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,955.00
Case Conclusion:	\$1,015.00

All-In/Capped ILYM Fees & Expenses: \$7,250.00

Case Name: Riemann v. Quantum Design, Inc.

Tuesday, December 2, 2025

Requesting Attorney's Name: Lizeth Marin

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

**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 \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$115.00	1	\$115.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,585.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	350	\$525.00
USPS First Class Postage	Per Piece	\$0.75	350	\$262.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	53	\$105.00
Storage, Photocopies, Deliveries	Flat Fee	\$152.50	1	\$152.50

Subtotal \$1,045.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Riemann v. Quantum Design, Inc.

Tuesday, December 2, 2025

Requesting Attorney's Name: Lizeth Marin

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	350	\$350.00
USPS First Class Postage	Per Piece	\$0.75	350	\$262.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	35	\$52.50
Preparation of Taxes	Hourly	\$120.00	2	\$240.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,955.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

All-In/Capped ILYM Fees & Expenses: \$7,250.00

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 Client's 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 permissible 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.