

215  
#14

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

FEB - 5 2026

BY Jessica Cardeez  
JESSICA CARDEEZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN BERNARDINO**

TERRY BOYD, on behalf of himself, all  
others similarly situated, and on behalf of  
the general public,

Plaintiffs,

v.

COGENT INFOTECH  
CORPORATION; and DOES 1-100,

Defendants.

Case No. CIVSB2409307

**[PROPOSED] ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, CONDITIONAL  
CERTIFICATION, APPROVAL OF CLASS  
NOTICE, SETTING OF FINAL  
APPROVAL HEARING DATE**

Date: ~~November 6, 2025~~ Feb. 5, 2026  
Time: 1:30 p.m.  
Judge: Hon. Joseph T. Ortiz  
Dept.: S17



1 Representative, and the appointment comports with the requirements of due process.

2 5. Class Counsel does not have any conflicts that would preclude them from acting as  
3 Class Counsel, and they meet the requirements for appointment as Class Counsel and the  
4 requirements of due process.

5 6. The Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A** to  
6 the Agreement and to this Order complies with due process because the Class Notice is reasonably  
7 calculated to adequately apprise Class Members of: (a) the pending lawsuit; (b) the terms of the  
8 proposed Agreement; and (c) their rights, including the right to either participate in the settlement,  
9 exclude themselves from the settlement, or object to the settlement. Plaintiff’s proposed plan for  
10 notifying the Class Members and settlement administration is the best notice practicable under the  
11 circumstances.

12 **III. ORDER**

13 The Court having considered the papers submitted in support of the motion for preliminary  
14 approval, **HEREBY ORDERS THE FOLLOWING:**

15 1. The Court finds on a preliminary basis that the provisions of the Agreement are  
16 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

17 2. The following Class is conditionally certified for purposes of settlement only: All  
18 non-exempt or hourly paid employees who are or previously were employed by Defendant and  
19 performed work in California from March 20, 2020 through the date of preliminary approval of  
20 the Parties’ settlement agreement by the Court.

21 3. The Agreement provides for the following release as to Participating Class  
22 Members, which is hereby approved conditionally: All class claims alleged, or that reasonably  
23 could have been alleged based on the facts alleged, in the operative complaint in the *Terry Boyd*  
24 *v. Cogent Infotech Corporation*, San Bernardino Superior Court Case No. CIVSB2409307 action  
25 with causes of action for 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime  
26 Wages; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5)  
27 Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;  
28 6) Failure to Pay all Wages Due at the Time of Termination of Employment; and 7) Violation of

1 Unfair Competition Law which occurred during the Class Period, and expressly including claims  
2 based in the underlying Labor Code Sections 201-204, 210, 218, 218.5, 218.6, 222, 225, 226,  
3 226.3, 226.7, 246, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1193.6, 1194,  
4 1194.2, 1197, 1197.1, 1198, 1199, 2802, and expressly excluding all other claims, including claims  
5 for vested benefits, wrongful termination, unemployment insurance, disability, social security,  
6 workers' compensation, and class claims outside of the Class Period.

7 4. This settlement also releases claims under the Private Attorneys General Act of  
8 2004 ("PAGA"). These claims are asserted on behalf of PAGA Class Members defined as: All  
9 non-exempt or hourly paid employees who are or previously were employed by Defendant and  
10 performed work in California from March 26, 2023 through the date of preliminary approval of  
11 the Parties' settlement agreement by the Court.

12 5. The Agreement provides for the following release as to the alleged PAGA claims,  
13 which is hereby approved conditionally: All PAGA claims for civil penalties alleged, or that  
14 reasonably could have been alleged based on the facts alleged in the operative complaint, in the  
15 *Terry Boyd v. Cogent Infotech Corporation*, San Bernardino County Superior Court Case No.  
16 CIVSB2417458 matter under a single cause of action for PAGA penalties for the alleged 1) Failure  
17 to Pay All Straight, Regular Rate Wages for All Work Performed; 2) Failure to Pay All Overtime  
18 Wages; 3) Failure to Provide Meal Periods; 4) Failure to Provide Rest Periods; 5) Failure to Pay  
19 Wages Due at Termination and During Employment; 6) Knowing and Intentional Failure to  
20 Comply with Itemized Employee Wage Statements; and 7) Failure to Employees Two Times Per  
21 Month, and Plaintiff's underlying PAGA notices to the LWDA, which occurred during the PAGA  
22 Period, expressly including claims based in Labor Code Sections 201-204, 210, 218, 218.5, 218.6,  
23 222, 225, 226, 226.3, 226.7, 246, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185,  
24 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2802, and expressly excluding all other  
25 claims, including claims for vested benefits, wrongful termination, unemployment insurance,  
26 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

27 6. The settlement appears to be fair, adequate and reasonable to the Class. The  
28 settlement falls within the range of reasonableness and appears to be presumptively valid, subject

1 only to any objections that may be raised at the Final Approval Hearing and final approval by this  
2 Court.

3 7. Plaintiff is conditionally approved as the Class Representative for the Class.

4 8. The proposed Class Representative Enhancement Payment of \$10,000 payable to  
5 Plaintiff Terry Boyd for his services as class representative is conditionally approved.

6 9. Mara Law Firm, PC is conditionally approved as Class Counsel for the Class.

7 10. The proposed awards of up to \$106,666 in attorneys' fees and up to \$25,000 in  
8 actual costs payable to Class Counsel are conditionally approved.

9 11. A Final Approval Hearing on the question of whether the settlement, attorneys' fees  
10 and costs to Class Counsel, and Class Representative Enhancement Payment should be finally  
11 approved as fair, reasonable, and adequate as to Class Members is scheduled in Department S17  
12 on the date and time set forth in the Implementation Schedule below.

13 12. The Court confirms Apex Class Action LLC ("Apex") as the Settlement  
14 Administrator.

15 13. The proposed payment of up to \$10,000 in costs to Apex for its services as the  
16 Settlement Administrator is conditionally approved.

17 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of  
18 \$15,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%  
19 of which shall be distributable to PAGA Class Members).

20 15. The Court approves, as to form and content, the Class Notice in substantially the  
21 form attached as **Exhibit A** to the Agreement and this Order. The Court approves the procedure  
22 for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the  
23 notice.

24 16. The Court directs the mailing of the Class Notice by first class mail to Class  
25 Members in accordance with the Implementation Schedule below. The Court finds the dates  
26 selected for the mailing and distribution of the notice, as set forth in the Implementation Schedule,  
27 meet the requirements of due process and provide the best notice practicable under the  
28 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

1 **IV. IMPLEMENTATION SCHEDULE**

2 The Court orders the following Implementation Schedule for further proceedings:

3	4	Deadline for Defendant to submit Class and PAGA Data to Settlement Administrator	Fifteen (15) business days after entry of the Preliminary Approval Order
5	6	Deadline for Settlement Administrator to Mail Class Notices to Class Members	Ten (10) business days from receipt of the Class and PAGA Data
7	8		
9	10	Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes (“Response Deadline”)	60 days from the mailing of the Class Notices
11	12	Deadline for Class Counsel to file a Motion for Final Approval	16 court days prior to the Final Approval Hearing
13	14	Deadline to Provide the Court with the Settlement Administrator’s Declaration Outlining Requests for Exclusion, Objections, and Disputes	16 court days prior to the Final Approval Hearing
15	16		
17	18	Final Approval Hearing and Final Approval	<u>July 9, 2026</u> at <u>1:30 pm</u>
19			

20 **IT IS SO ORDERED.**

21  
22 Dated: Feb. 5, 2026

23 By Joseph T. Cruz  
24 Honorable Joseph T. Cruz  
25 Superior Court Judge

# **Exhibit A**

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN BERNARDINO  
*Terry Boyd, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, vs.  
Cogent Infotech Corporation, Defendant*  
Case Nos. CIVSB2409307 and CIVSB2417458

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court authorized this notice. This is not a solicitation.  
This is not a lawsuit against you and you are not being sued.  
However, your legal rights are affected by whether you act or don't act.*

**TO: All non-exempt or hourly paid employees who are or previously were employed by Defendant Cogent Infotech Corporation and performed work in California from March 20, 2020 through the date of preliminary approval.**

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned actions (“the Lawsuits”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All non-exempt or hourly paid employees who are or previously were employed by Defendant Cogent Infotech Corporation and performed work in California from March 20, 2020 through the date of preliminary approval.

The purpose of this Notice is to provide a brief description of the claims alleged in the Lawsuits, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**WHAT INFORMATION IS IN THIS NOTICE**

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About? .....	Page 2
3. Am I A Class Member? Am I A PAGA Class Member? .....	Page 2
4. How Does This Class Action Settlement Work? .....	Page 3
5. Who Are the Attorneys Representing the Parties? .....	Page 3
6. What Are My Options?.....	Page 3
7. How Do I Opt Out or Exclude Myself From This Settlement? .....	Page 4
8. How Do I Object to the Settlement? .....	Page 4
9. How Does This Settlement Affect My Rights? .....	Page 4
10. How Much Can I Expect to Receive From This Settlement? .....	Page 5
11. How Will the Attorneys for the Class and the Class Representatives Be Paid?.....	Page 7

**PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**

**1. Why Have I Received This Notice?**

Cogent Infotech Corporation's (hereinafter referred to as "Defendant") records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from March 20, 2020 through the date of preliminary approval (the "Class Period").

A Preliminary Approval Hearing was held on November 6, 2025, in the California Superior Court, County of San Bernardino. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [final approval date] at [time], before Honorable Joseph T. Ortiz in Department S17, located at 247 W 3rd Street, San Bernardino, CA 92415.

**2. What Is This Case About?**

A class action complaint against Defendant was filed in the San Bernardino County Superior Court on March 20, 2024 (Case No. CIVSB2409307). The complaint alleged the following causes of action against Defendant: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; (6) Failure to Pay all Wages Due at the Time of Termination; and (7) Violation of Unfair Competition Law, on behalf of Class Members.

A PAGA (Private Attorneys General Act of 2004) representative action complaint against Defendant was filed in the San Bernardino County Superior Court on May 21, 2024 (Case No. CIVSB2417458). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) Failure to Pay All Straight Time Wages; (2) Failure to Pay Overtime; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Pay all Wages Due at the Time of Termination; (6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions; and (7) Failure to Pay All Wages Twice Per Month.

On June 12, 2025, a First Amended Complaint in Case No. CIVSB2409307 to effectively consolidate both matters under Case No. CIVSB2409307.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendant expressly denies that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiff or to the Class.

**3. Am I A Class Member? Am I A PAGA Class Member?**

You are a Class Member if you worked for Defendant in the State of California as a non-exempt employee at any time from March 20, 2020 through the date of preliminary approval.

If you worked for Defendant in the State of California as a Class Member from March 26, 2023 through the date of preliminary approval, you are also a PAGA Class Member under the settlement.

**4. How Does This Class Action Settlement Work?**

Plaintiff Terry Boyd brings these actions behalf of himself and all other similarly situated employees who were employed by Defendant as Class Members in California at any time during the Class Period. Plaintiff and these other current and former employees comprise a "Class." The settlement of these Lawsuits resolves the Released Class Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can obtain them for a nominal fee at the San Bernardino County Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415, and/or by visiting the San Bernardino Superior Court website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Click the "Accept" button at the bottom of the screen, then click "Search" on the bar near the top of the page and select "Case Information." Use the first search box on the left-hand side of the screen titled "Case Number Search," then enter the case number CIVSB2409307. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

**5. Who Are the Attorneys Representing the Parties?**

<b>Attorneys for Plaintiff and the Class</b>	<b>Attorneys for Defendant</b>
<p><b>MARA LAW FIRM, PC</b> David Mara Matthew Crawford 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048</p>	<p><b>FISHER &amp; PHILLIPS LLP</b> Todd B. Scherwin Areen Babajanian 444 South Flower Street, Suite 1500 Los Angeles, CA 90071 Telephone: (213) 330-4500 Facsimile: (213) 330-4501</p>

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

**6. What Are My Options?**

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

***Important Note: Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.***

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement

Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are a PAGA Class Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

#### **7. *How Do I Opt Out Or Exclude Myself From This Settlement?***

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Class Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

#### **8. *How Do I Object To The Settlement?***

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the actions or their merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

#### **9. *How Does This Settlement Affect My Rights? What are the Released Claims?***

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant from the Released Class Claims. The Released Class Claims are:

All class claims alleged, or that reasonably could have been alleged based on the facts alleged, in the operative complaint in the *Terry Boyd v. Cogent Infotech Corporation*, San Bernardino Superior Court Case No. CIVSB2409307 action with causes of action for 1) Failure to Pay All Straight Time Wages; 2) Failure to Pay Overtime Wages; 3) Failure to Provide Meal Periods; 4) Failure to Authorize and Permit Rest Periods; 5) Knowing and Intentional Failure to Comply with

Itemized Employee Wage Statement Provisions; 6) Failure to Pay all Wages Due at the Time of Termination of Employment; and 7) Violation of Unfair Competition Law which occurred during the Class Period, and expressly including claims based in the underlying Labor Code Sections 201-204, 210, 218, 218.5, 218.6, 222, 225, 226, 226.3, 226.7, 246, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

If you are a PAGA Class Member, you will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims, even if you opt-out of the settlement. The Released PAGA Claims include are:

All PAGA claims for civil penalties alleged, or that reasonably could have been alleged based on the facts alleged in the operative complaint, in the *Terry Boyd v. Cogent Infotech Corporation*, San Bernardino County Superior Court Case No. CIVSB2417458 matter under a single cause of action for PAGA penalties for the alleged 1) Failure to Pay All Straight, Regular Rate Wages for All Work Performed; 2) Failure to Pay All Overtime Wages; 3) Failure to Provide Meal Periods; 4) Failure to Provide Rest Periods; 5) Failure to Pay Wages Due at Termination and During Employment; 6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements; and 7) Failure to Employees Two Times Per Month, and Plaintiff's underlying PAGA notices to the LWDA, which occurred during the PAGA Period, expressly including claims based in Labor Code Sections 201-204, 210, 218, 218.5, 218.6, 222, 225, 226, 226.3, 226.7, 246, 432.5, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2802, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

All Class Members who do not opt out of the Settlement will be enjoined from prosecuting the Released Class Claims and initiating or continuing other proceedings regarding the Release Class Claims, including but not limited to filing any claims for monetary relief of the Released Claims before the Division of Labor Standards and Enforcement ("DLSE") or in any forum whatsoever. All PAGA Class Members will be enjoined from prosecuting the Released PAGA Claims and from initiating or continuing other proceedings regarding the Released PAGA Claims, including but not limited to filing any claims for monetary relief of the Released PAGA Claims before the DLSE or in any forum whatsoever.

#### **10. How Much Can I Expect to Receive From This Settlement?**

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$320,000 ("Gross Settlement Amount" or "GSA").

##### **A. Deductions from the Settlement**

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Service Award to the named Plaintiff in an amount up to \$10,000, for prosecution of the Lawsuits, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000; (3) a payment of \$15,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$106,666.66 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$25,000 for litigation costs. All of

these payments are subject to court approval.

#### B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of workweeks he or she worked for Defendant, based on the Class Data provided by Defendant, divided by (ii) the total number of workweeks worked by all Participating Class Members during the Class Period based on the same Class Data, which is then multiplied by the Net Settlement Amount. One day worked in a given week for Defendant will be credited as a workweek for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of workweeks that he or she worked for Defendant in California.

#### C. How PAGA Class Member's Settlement Payments are Calculated

If you are a PAGA Class Member under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$11,250 (75% of the \$15,000 total PAGA Payment). The remaining \$3,750 is the "Net PAGA Settlement Amount" or "NPSA" and will be proportionately distributed amongst all PAGA Class Members. Each PAGA Class Member will receive a proportionate share of the Net PAGA Settlement Amount that is equal to (i) the number of pay periods he or she worked for Defendant during the PAGA Period based on the PAGA Data provided by Defendant, divided by (ii) the total number of pay periods worked by all PAGA Class Members during the PAGA Period based on the same PAGA data, which is then multiplied by the Net PAGA Settlement Amount. One day worked for Defendant in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each PAGA Class Member's Individual PAGA Settlement Share ties directly to the amount of pay periods that he or she worked during the PAGA Period for Defendant in California.

#### D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ \_\_\_\_\_, less taxes. This is based on the Class Data which shows you worked \_\_\_ workweeks during the Class Period. The maximum number of workweeks any Class Member may have is \_\_\_.

If you are also a PAGA Class Member, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ \_\_\_\_\_. This is based on the PAGA Data which shows you worked \_\_\_ workweeks during the PAGA Period. The maximum number of workweeks any PAGA Class Member may have is \_\_\_.

#### E. Tax Treatment of Your Settlement Payments

Each Class Member's Individual Class Settlement Share will be apportioned as follows: 20% wages, 80% for interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each Class Member's

Individual Class Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

If you are a PAGA Class Member, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Class Member an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

Nothing in this Notice is intended to constitute legal advice relating to the tax liability of any Class Member or PAGA Class Member. To the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

F. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to the State of California unclaimed property fund in the name of the Class Member.

**11. *How Will the Attorneys for the Class and the Class Representative Be Paid?***

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$106,666.66) for attorney fees and \$25,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as a service award for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [administrator website], a website maintained by the Settlement Administrator. Please refer to the Cogent Infotech Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may obtain the underlying documents and papers on file with the Court for a nominal fee at the San Bernardino County Superior Court, located at 247 W 3rd Street, San Bernardino, CA 92415, and/or by visiting the San Bernardino Superior Court website at <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Click the "Accept" button at the bottom of the screen, then click "Search" on the bar near the top of the page and select "Case Information." Use the first search box on the left-hand side of the screen titled "Case Number Search," then enter the case number CIVSB2409307. You may also contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

**PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.**