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

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

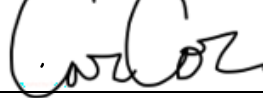
**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT
AND ENTERING FINAL JUDGMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 NOTICE IS HEREBY GIVEN that on July 9, 2026, the Court issued an Order Granting
3 Plaintiff's Motion for Final Approval of Class and Paga Action Settlement and Entering Final
4 Judgment. A true and correct copy of the Court's Order is attached hereto as Exhibit 1.

5
6 Dated: July 10, 2026

MARA LAW FIRM, PC

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8 

9 David Mara, Esq.

10 Carter Cordura, Esq.

11 Attorneys for TERRY BOYD, on behalf of himself,
12 all others similarly situated, and on behalf of the
13 general public
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Exhibit 1

7/9
1 David Mara, Esq. (230498)
2 Carter Cordura, Esq. (359252)
3 **MARA LAW FIRM, PC**
4 3160 Camino Del Rio North, Suite 207
5 San Diego, California 92108
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8 Attorneys for TERRY BOYD, on behalf of himself,
9 all others similarly situated, and on behalf of the general public

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

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

15 Plaintiffs,

16 v.

17 COGENT INFOTECH
18 CORPORATION; and DOES 1-100,

19 Defendants.

Case No. CIVSB2409307

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AND ENTERING
FINAL JUDGMENT**

Date: July 9, 2026

Time: 1:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept.: S17

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

JUL - 9 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

[PROPOSED ORDER]

Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement ("Motion for Final Approval") came before this Court, the Honorable Joseph T. Ortiz, presiding, on July 9, 2026 at 1:30 p.m.. The Court having considered the papers submitted in support of the Motion for Final Approval, HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. All terms used herein shall have the same meaning as defined in the Parties' Joint Stipulation and Settlement Agreement and the Order Granting Plaintiff Terry Boyd's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement ("Preliminary Approval Order").

2. The Court finds that the applicable requirements of California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class and the settlement. The Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby defined to include all non-exempt or hourly paid employees who are or were employed by Defendant and performed work in California at any time from March 20, 2020 through February 5, 2026.

3. The "PAGA Class Members" are similarly defined to include all non-exempt or hourly paid employees who are or were employed by Defendant and performed work in California at any time from March 26, 2023 through February 5, 2026..

4. The Court has jurisdiction over the claims of the Class Members asserted in this proceeding and over all parties to the proceeding.

5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval ("Class Notice") was mailed by first-class U.S. mail to all Class Members. The Class Notice informed the Class of the material terms of the settlement, of their right to receive a *pro rata* portion of the Net Settlement Amount, of their right to request exclusion from the settlement, of their right to comment upon or object to the settlement and to appear in person or through counsel at the Final Approval Hearing and of the date set for the Final Approval Hearing. Adequate

1 periods of time were provided by each of these procedures.

2 6. In response to the Class Notice, no member of the Class submitted a written
3 objection to the settlement or stated an intention to appear at the Final Approval Hearing. In
4 addition, no member of the Class submitted a request to be excluded from the settlement. Moreover
5 no member of the Class submitted any workweek disputes.

6 7. The Court finds and determines that this notice procedure afforded adequate
7 protections to Class Members and provides the basis for the Court to make an informed decision
8 regarding approval of the settlement based on the Class Members' response. The Court finds and
9 determines that the Class Notice was the best notice practicable under the circumstances and
10 satisfied the requirements of law and due process.

11 8. The Court further finds and determines that the terms of the settlement are fair,
12 reasonable, and adequate to the Class and to each Class Member. The Gross Settlement Amount
13 ("GSA") is \$320,000.

14 9. Pursuant to California law, the Court hereby grants final approval of the settlement.
15 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-
16 length negotiations facilitated by a neutral mediator. The Court further finds that the Parties
17 conducted extensive investigation, research, and discovery and that their attorneys were able to
18 reasonably evaluate their respective positions. The Court also finds that settlement will enable the
19 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if
20 the Parties were to continue to litigate the case. The Court has considered the absence of objections,
21 workweek disputes, and requests for exclusion from the settlement, reviewed the monetary
22 recovery provided as part of the settlement, and recognizes the significant value accorded to the
23 Class. Accordingly, the Court hereby approves the terms set forth in the Joint Stipulation and
24 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and
25 reasonable, and directs the Parties to effectuate the settlement according to its terms.

26 10. A full opportunity has been afforded to the Class Members to participate in the
27 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
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1 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
2 the settlement. Accordingly, the Court determines that all Class Members who did not submit a
3 timely and valid request for exclusion from the settlement to the Settlement Administrator
4 (“Participating Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final
5 Approval of Class and PAGA Action Settlement (“Final Approval Order and Judgment”).

6 11. In exchange for a portion of the Net Settlement Amount, upon the date that the the
7 settlement is finally approved and settlement funds are paid in full by Defendant, all Participating
8 Class Members shall be deemed and are deemed to have conclusively released and forever
9 discharged the Released Parties from the Released Class Claims, as defined in the Joint Stipulation
10 and Settlement Agreement .

11 12. In exchange for a portion of the PAGA Payment, upon the date that the settlement
12 is finally approved and the funds are paid in full by Defendant, all PAGA Class Members shall be
13 deemed and are deemed to have conclusively released and forever discharged the Released Parties
14 from the Released PAGA Claims, as defined in the Joint Stipulation and Settlement Agreement .

15 13. The Court hereby confirms David Mara, Jill Vecchi, and Carter Cordura of Mara
16 Law Firm, PC, as Class Counsel in this action.

17 14. The Court hereby confirms Plaintiff Terry Boyd as the Class Representative in this
18 action.

19 15. The Court finds and determines that the Individual Settlement Shares provided for
20 by the terms of the Joint Stipulation and Settlement Agreement to be paid to the Participating Class
21 Members are fair and reasonable. The Court hereby gives final approval to and orders the payment
22 of those amounts be made to the Participating Class Members in accordance with the terms of the
23 Joint Stipulation and Settlement Agreement.

24 16. The Court finds and determines the Class Representative Enhancement Payment in
25 the sum of \$10,000 to Plaintiff Terry Boyd is fair and reasonable. The Court hereby orders the
26 Settlement Administrator to make the payment to the Plaintiff/Class Representative Terry Boyd in
27 the amount of \$10,000 for the Class Representative Enhancement Payment in accordance with the
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1 terms of the Joint Stipulation and Settlement Agreement .

2 17. The Court finds and determines that the payment to the Settlement Administrator,
3 Apex Class Action LLC, in the sum of \$9,690 for its fee and expenses incurred and to be incurred
4 for the notice and settlement administration process is fair and reasonable. The Court hereby orders
5 the Settlement Administrator to make payment to itself in the amount of \$9,690 for Administration
6 Costs in accordance with the terms of the Joint Stipulation and Settlement Agreement .

7 18. Pursuant to the terms of the settlement, and the authorities, evidence and argument
8 submitted by Class Counsel, the Court hereby approves of an attorneys' fee award in the sum of
9 \$106,666.00 and a Cost Award of \$20,910.28 to Class Counsel. The Court finds such amounts to
10 be fair and reasonable. The Court hereby orders the Settlement Administrator to make payment to
11 Class Counsel in the amount of \$106,666.00 for attorneys' fees and \$20,910.28 for litigation
12 expenses in accordance with the terms of the Joint Stipulation and Settlement Agreement .

13 19. The Court finds and determines that the payment to the Labor and Workforce
14 Development Agency ("LWDA"), in the sum of \$11,250 (which is 75% of the \$15,000 allocated
15 to claims under PAGA), is fair and reasonable. The Court hereby orders the Settlement
16 Administrator to make the payment to the LWDA in the amount of \$11,250 for the PAGA payment
17 in accordance with the terms of the Joint Stipulation and Settlement Agreement . The Court orders
18 that the remaining amount of \$3,750 be distributed to PAGA Class Members in accordance with
19 the terms of the Joint Stipulation and Settlement Agreement.

20 20. Neither Defendant nor any related persons or entities shall have any further liability
21 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
22 as provided for by the Joint Stipulation and Settlement Agreement. Pursuant to the terms of the
23 Joint Stipulation and Settlement Agreement, Defendant shall not be liable for more than the agreed
24 upon Gross Settlement Amount.

25 21. The Court finds and determines that the release contained in the Joint Stipulation
26 and Settlement Agreement is appropriate and shall bind all Participating Class Members.

27 22. Nothing in this Final Approval Order and Judgment shall preclude any action to
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1 enforce the Parties' obligations pursuant to the Joint Stipulation and Settlement Agreement or
2 pursuant to this Final Approval Order and Judgment, including the requirement that Defendant
3 make payments to Settlement Class Members in accordance with the Joint Stipulation and
4 Settlement Agreement .

5 23. The Court finds and determines that nothing in the Joint Stipulation and Settlement
6 Agreement or this Final Approval Order and Judgment is intended or will be construed as an
7 admission of liability or wrongdoing by Defendant.

8 24. The Court hereby enters final judgment in this action in accordance with the terms
9 of the Joint Stipulation and Settlement Agreement, Preliminary Approval Order, and this Final
10 Approval Order and Judgment.

11 25. The Parties shall bear their own costs and attorneys' fees except as otherwise
12 provided for by the Joint Stipulation and Settlement Agreement and this Final Approval Order
13 and Judgment.

14 26. Without affecting the finality of this Final Approval Order and Judgment in any
15 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
16 implementation, effectuation and enforcement of this order and the Settlement pursuant to
17 California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h).

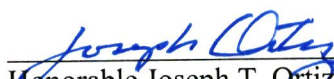
18 **JUDGMENT**

19 27. This document shall constitute a judgment for purposes of California Rules of
20 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order
21 and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil
22 Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court
23 whereby named Plaintiff/Class Representative and all Settlement Class Members shall take
24 nothing from Defendant except as expressly set forth in the Joint Stipulation and Settlement
25 Agreement. The Court, pursuant to California Rule of Court 3.769(h) and California Code of Civil
26 Procedure section 664.6, shall retain jurisdiction over the parties to enforce the terms of the
27 judgment.

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IT IS SO ORDERED.

Dated: *July 9, 2026*



Honorable Joseph T. Ortiz
Superior Court Judge

David Mara, Esq. (230498)
Carter Cordura Esq. (359252)
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Attorneys for TERRY BOYD, on behalf of himself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

TERRY BOYD, on behalf of himself, all
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the general public,

Plaintiffs,

v.

COGENT INFOTECH CORPORATION;
and DOES 1-100,

Defendants.

Case No. CIVSB2409307

PROOF OF SERVICE

Complaint Filed: March 20, 2024

Trial Date: None Set

1 **Case Name:** Terry Boyd v. Cogent Infotech Corporation
2 **Court:** Superior Court of San Bernardino
3 **Case Number:** CIVSB2409307

4 **PROOF OF SERVICE**

5 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

6 I am employed in the County of: San Diego, State of California.

7 I am over the age of 18 and not a party to the within action; my business address is:
8 3160 Camino Del Rio S., Suite 207, San Diego 92108

9 On, July 10, 2026 I served the foregoing document(s) described as:

10 **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL**
11 **APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND ENTERING FINAL**
12 **JUDGMENT**

13 On interested parties in this action by placing a true copy thereof enclosed in a sealed envelope
14 addressed as follows:

15 Todd Scherwin, Esq. (239848)
16 Areen Babajanian, Esq. (290130)
17 **Fisher & Phillips LLP**
18 444 South Flower Street, Suite 1500
19 Los Angeles, CA 90071
20 tscherwin@fisherphillips.com
21 ababajanian@fisherphillips.com
22 fstinnett@fisherphillips.com

23 **[XX] (BY E-MAIL)** On July 10, 2026, I caused the documents to be sent to the persons at the
24 electronic notification addresses of the parties named above. I did not receive, within a
25 reasonable time after the transmission, any electronic message or other indication that the
26 transmission was unsuccessful.

27 **[XX] (DECLARATION)** I declare under penalty of perjury under the laws of the State of
28 California that the above is true and correct.

Dated: July 10, 2026

Mathew Adame
Mathew Adame