SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

GREGORY KNOP, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

PEAK TECHNOLOGY ENTERPRISES, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21CV376019
Consolidated for Settlement Approval Purposes with Case No. 21CV386575

Honorable Beth McGowen
Department 22

CLASS ACTION

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date:	October 29, 2026
Time:	1:30 p.m.
Department:	22
Complaint Filed:	February 9, 2021
FAC Filed:	March 16, 2021
Trial Date:	None Set

This matter has come before the Honorable Beth McGowen, in Department 22 of the above-entitled Court, located at 191 N. First Street, San Jose, California 95113, on October 29, 2026 at 1:30 p.m., on Plaintiff Gregory Knop's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement Payment ("Motion for Final Approval"). Sweeny Law, PC and Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class, and Jackson Lewis, P.C. appeared on behalf of Defendant Peak Technology Enterprises, Inc. ("Defendant").

On April 30, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled Consolidated Action (referred herein as "Actions") in accordance with the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits annexed thereto set forth the terms and conditions for settlement of the Actions.

Having reviewed the Settlement Agreement and duly considered the parties' papers and oral argument, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Motion for Final Approval is granted in its entirety.

2. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined, herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA") are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency ("LWDA") was filed prior to June 19, 2024.

4. This Court has jurisdiction over the Class Members as it pertains to the Actions and the claims asserted in the Actions, the Court also has jurisdiction over all parties to the Actions as it pertains to the Actions and the claims asserted in the Actions.

5. 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 current and former non-exempt employees employed by Defendant in California at any time during the Class Period ("Class" or "Class Members"). The Class Period, based on Defendant's election to shorten the Class Period to avoid triggering the Escalator Clause provision of the Settlement Agreement in Paragraph 38, is from February 9, 2017 to January 7, 2023.

6. The PAGA Employees for purposes of the PAGA Settlement are hereby defined to consist of the following individuals: all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period. The PAGA Period is from July 6, 2020, through November 28, 2024.

7. The Court finds that the Court-approved Notice of Class Action Settlement ("Class Notice") that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following

meaningful formal and informal discovery and investigation conducted by Sweeny Law, PC and Lawyers *for* Justice, PC ("Class Counsel"), and that the Settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be effectuated in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement ("Settlement Class Members") will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Class Claims, in accordance with the Settlement Agreement.

10. The Court finds that Plaintiff Gregory Knop has satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant

to California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA Settlement and the allocation of $50,000.00 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA Amount"), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA Amount as follows: the amount of $37,500.00 to the LWDA ("LWDA Payment"), and the amount of $12,500.00 to the PAGA Employees ("PAGA Employee Amount"), in accordance with the terms and methodology set forth in the Agreement.

11. The Court determines that, Plaintiff Gregory Knop, the State of California with respect to 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 and from all Released PAGA Claims pertaining to Plaintiff and the PAGA Employees, in accordance with the Settlement Agreement.

12. The Court hereby directs that the Settlement be effectuated in accordance with the Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

13. The Court finds that payment of Settlement Administration Costs in the amount of $7,650.00 to ILYM Group, Inc. ("ILYM Group" or "Settlement Administrator"), is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to itself in the amount of $7,650.00, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. The Court finds that the Enhancement Payment in the amount of $7,500.00 to Plaintiff Gregory Knop is fair and reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $7,500.00 to Plaintiff Gregory Knop for his Enhancement Payment, according to the terms set forth in the Settlement Agreement.

15. The Court finds that attorneys' fees in the amount of $105,000.00 to Class Counsel fall within the range of reasonableness and that the results achieved justify the award

sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $105,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

16. The Court finds that reimbursement of litigation costs and expenses in the amount of $13,128.30 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of $13,128.30 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

17. It is hereby ordered that Defendant will pay the Gross Settlement Amount of $300,000.00 in three (3) equal installments of $100,000. Defendant will deposit the first installment of $100,000 within two (2) months after the Effective Date, the second installment of $100,000 within four (4) months after the Effective Date, and the third installment of $100,000 and Employer Taxes within six (6) months after the Effective Date. Defendant will deposit all installments into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

18. It is hereby ordered that within seven (7) calendar days following the full funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to Settlement Class Members, (b) Individual PAGA Payments to PAGA Employees, (c) LWDA Payment to the LWDA, (d) Enhancement Payment to Plaintiff, (e) Attorneys' Fees and Costs to Class Counsel, and (f) Settlement Administration Costs to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

19. Each check issued to a Settlement Class Member and/or PAGA Employee for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid and negotiable for a period of one hundred eighty (180) calendar days from the date of original issuance, and thereafter, shall be canceled. All funds remaining in connection with, and after the cancelation of checks issued to Settlement Class Members and PAGA Employees, shall be paid to Greg E. Knoll Justice Gap Fund as a *cy pres* recipient pursuant to California Code of

Civil Procedure Section 384. All Settlement Class Members shall be bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment checks. All PAGA Employees shall be bound by the terms and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

20. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

21. Individualized notice of this Final Approval Order and Judgment is not required. The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 22. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

_____
The Honorable Beth McGowen
Judge of the Santa Clara County Superior Court of California