SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

GREGORY KNOP, individually, and on behalf of other members and of the general public similarly situated, Plaintiff, v. 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 **DECLARATION OF NICOLE BENCH OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION** **HEARING INFO** Date: October 29, 2026 Time: 1:30 p.m. Judge: Hon. Beth McGowen Dept.: 22

I, Nicole Bench, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Knop v. Peak Technology Enterprises, Inc.,* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

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

3. ILYM Group was engaged by the Parties' counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Consolidated Action. The duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) translating the mailing documents into Spanish; (b) printing and mailing the *Notice of Class Action Settlement,* in both English and Spanish (referred to as "Notice Packet"); (c) receiving and processing requests for exclusion and objections to the Settlement, if applicable; (d) resolving Settlement Class Members' disputes over the number of Workweeks that Defendant has record of them working during the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing a QSF account and calculating individual settlement award amounts; (f) processing and mailing settlement award checks; (g) handling tax withholdings as required by the Settlement and the law; (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On May 6, 2026, ILYM Group received the Court approved Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which was approved by the Parties' counsel prior to mailing.

5. On May 29, 2026, ILYM Group received the Class List from Counsel for Defendant, which contained each Class Members' and PAGA Employees' last known full name, mailing address, telephone number, Social Security Number, dates worked as a non-exempt employee of Defendant in California during the Class Period and PAGA Period (if applicable). The Class List was uploaded to our database and checked for duplicates and other possible discrepancies. The Class List contained 206 individuals who worked 20,554 Workweeks during the Class Period, triggering the Escalator Clause.

6. As the number of actual Workweeks exceeded 16,191 (14,079, plus 15% of 14,079) Workweeks, ILYM Group determined that the Escalator Clause was triggered. Defendant elected to shorten the class period, which modified the end of the Class Period from November 28, 2024 to January 7, 2023. The class size decreased to 202 Class Members who worked 16,188 Workweeks during the shortened Class Period and 131 PAGA Employees who worked 11,836 Workweeks during the PAGA Period, ending on November 28, 2024.

7. As part of the preparation for mailing, all 202 revised Class Members' names and addresses were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the revised Class Members before mailing of the Notice Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Notice Packet. To the extent that no updated address was found in the NCOA database, the original address provided by Counsel for Defendant was used for the mailing of the Notice Packet.

8. On June 10, 2026, a link to ILYM Group's website was set up for Class Members to access relevant court documents. The website link is. www.ILYMgroup.com/KnopPeak. Also, the following telephone number, (888) 250-6810, and e-mail address, claims@ILYMgroup.com,

was included in the Notice Packet for revised Class Members should they have questions or want additional information.

9. On June 12, 2026, the Notice Packet was mailed, in both English and Spanish, via U.S First Class Mail, to all 202 revised Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Notice Packet.

10. As of the date of this declaration, 27 Notice Packets have been returned to our office as undeliverable. Of the 27 returned Notice Packets, none included a return with a forwarding address provided by the USPS. ILYM Group performed a computerized skip trace on all 27 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 24 updated addresses were obtained and the Notice Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

11. As of the date of this declaration, a total of 24 Notice Packets has been re-mailed as a result of ILYM Group's skip tracing efforts.

12. As of the date of this declaration, a total of 3 Notice Packets has been deemed undeliverable as no updated addresses were found notwithstanding the skip tracing.

13. As of the date of this declaration, ILYM Group has not received any Requests for Exclusion. The Response Deadline for a Class Member to submit a Request for Exclusion from the Settlement was July 27, 2026, with an extended Response Deadline of August 11, 2026 for the re-mailed Notice Packets.

14. As of the date of this declaration, ILYM Group has not received any written Objections to the Settlement. The Response Deadline for a Class Member to file a written Objection to the Settlement was July 27, 2026, with an extended Response Deadline of August 11, 2026 for the re-mailed Notice Packets.

15. As of the date of this declaration, ILYM Group has not received any Workweek Disputes. The Response Deadline for a Class Member to submit a Workweeks Dispute was July 27, 2026, with an extended Response Deadline of August 11, 2026 for the re-mailed Notice Packets.

16. As of the date of this declaration, ILYM Group will report a total of 202 Settlement Class Members, representing 100% of the 202 Class Members. The total number of Workweeks worked by the Settlement Class Members during the Class Period is 16,188.

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

Gross Settlement Amount	**$300,000.00**
Attorneys' Fees	$105,000.00
Attorneys' Costs	$13,128.30
Enhancement Payment	$7,500.00
Settlement Administration Costs	$7,650.00
PAGA Amount to LWDA	$37,500.00
PAGA Employee Amount	$12,500.00
Net Settlement Amount	**$116,721.70**

18. To determine each Settlement Class Member's Individual Settlement Share, the final Net Settlement Amount shall be divided by the Workweeks of all Settlement Class Members during the Class Period to yield the "Final Workweek Value." This Final Workweek Value is then multiplied by each Settlement Class Member's individual Workweeks during the Class Period to obtain each Settlement Class Member's Individual Settlement Share. Based on these calculations, the Settlement Class Members will receive an estimated average Individual Settlement Share of $577.83, with the estimated highest Individual Settlement Share being $2,328.95, and the estimated lowest Individual Settlement Share being $7.21.

19. In addition, ILYM Group will report a total of 131 PAGA Employees who worked 11,836 Workweeks during the PAGA Period. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount ($12,500.00). The PAGA Employee Amount will

be divided by the total number of Workweeks of all PAGA Employees during the PAGA Period. This results into the "PAGA Workweek Value" and is then multiplied by the PAGA Employee's individual Workweeks during the PAGA Period to obtain each PAGA Employee's Individual PAGA Payment. The average Individual PAGA Payment is $95.42, with the estimated highest Individual PAGA Payment being $242.90 and the estimated lowest Individual PAGA Payment being $2.11.

20. ILYM Group's total Settlement Administration Costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $7,650.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 7th day of October 2026, at Tustin, California.

Nicole Bench
NICOLE BENCH

EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Gregory J. Knop v. Peak Technology Enterprises, Inc., et al.
Santa Clara County Superior Court, Case No. 21CV376019
Consolidated for Settlement Approval Purposes with Santa Clara County Superior Court, Case No. 21CV386575

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Santa Clara (the "Court" or "Santa Clara County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiff Gregory J. Knop ("Plaintiff") and Defendant Peak Technology Enterprises, Inc. ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), was granted on April 30, 2026, in the case entitled *Gregory J. Knop v. Peak Technology Enterprises, Inc., et al.*, Santa Clara County Superior Court, Case No. 21CV376019 (the "Class Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive payment under the Settlement), object to the Settlement, and/or dispute the number of Workweeks credited to you, if you so choose, as explained more fully in Section IV below.

I. IMPORTANT DEFINITIONS

"**Class**" means all current and former non-exempt employees employed by Defendant in California at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the period from February 9, 2017, through January 7, 2023.

"**PAGA Employees**" means all current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period.

"PAGA Period" means the period from July 6, 2020 through November 28, 2024.

II. BACKGROUND OF THE ACTIONS

On February 9, 2021, Plaintiff filed a Class Action Complaint for Damages ("Class Complaint") against Defendant in the Santa Clara County Superior Court, Case No. 21CV376019, which was later amended on March 16, 2021, to correct the name of Defendant. The Action alleges causes of action for purported violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); and Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq*).

On or about July 6, 2021, Plaintiff submitted a Private Attorneys General Act ("PAGA") Letter ("PAGA Notice") to the Labor and Workforce Development Agency ("LWDA") seeking civil penalties under PAGA, against Defendants and any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees, on behalf of PAGA Employees in California ("PAGA Employees"), for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

On September 9, 2021, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., thereby commencing a representative action entitled *Gregory J. Knop v. Peak Technology Enterprises, Inc.*, in the Superior Court of California for the County of Santa Clara, Case No. 21CV386575 (the "PAGA Action" and with the Class Action as the "Actions") against Defendant seeking penalties pursuant to the California Private Attorneys General Act ("PAGA")

Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Actions and denies that it violated any law. The Court has not made a ruling on the merits of the Actions.

The Parties participated in a full-day mediation session 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 and Release ("Settlement" or "Settlement Agreement"), which was preliminarily approved by the Court on April 30, 2026. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Gregory J. Knop as representative of the Class ("Class Representative"), and the following law firms as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Scarlet Tunney, Esq.
Lawyers *for* Justice, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

Charles T. Sweeny
Sweeny Law, PC
8605 Santa Monica Boulevard, #618463
Los Angeles, California 90069
Telephone: (310) 658-2112

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 Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, 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 that the Settlement is in the best interests of the Class Members.

On March 20, 2024, the Court issued an order consolidating the Actions for purposes of settlement approval and entry of judgment based thereon, and for all currently pending motion practice, and designating the Class Action (Case No. 21CV376019) as the lead case for case administration and filing purposes.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Three Hundred Thousand Dollars ($300,000.00) (the "Gross Settlement Amount"). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement ("Settlement 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 of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to $105,000.00) and reimbursement of all actual litigation costs and expenses to Class Counsel at the time of Preliminary Approval (collectively, "Attorneys' Fees and Costs"); (2) enhancement payments in amounts not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) to Plaintiff, for his effort and work in prosecuting the Actions ("Enhancement Payment"); (3) settlement administration costs, which are currently estimated to be Seven Thousand Six Hundred Fifty Dollars ($7,650.00) to the Settlement Administrator ("Settlement Administration Costs"); and (4) the allocation of Fifty Thousand Dollars and Zero Cents ($50,000.00) to settle all claims under PAGA ("PAGA Amount"), of which 75%, or $37,500.00, will be paid to the Labor and Workforce Development Agency ("LWDA") and the remaining 25%, or $12,500.00 will be distributed to PAGA Employees.

Class Members are eligible to receive a *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of workweeks during which they worked at least one shift for Defendant 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 during the Class Period to yield the "Estimated Workweek Value," and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.B below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) to wages (which will be reported on an IRS Form W-2), and eighty percent (80%) to interest, penalties, and fees (which will be reported on an IRS Form 1099, if applicable). PAGA Employees who worked between July 6, 2020, through November 28, 2024, will also be eligible to receive a portion of the PAGA Amount ("Individual PAGA Payment(s)"). Individual PAGA Payments will be treated as 100% penalties and will be reported on IRS Form 1099. Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share. The net payment of each Settlement Class Member's Individual Settlement Share (after reduction for the employee's share of taxes on the wage portion) and Individual PAGA Payment (if applicable) is referred to as their "Individual Settlement Payment." If the Court grants final approval of the Settlement, Defendants will pay the full Gross Settlement Amount of Three Hundred Thousand Dollars ($300,000.00) by making a one-time deposit of the Gross Settlement Amount and Employer Taxes into the settlement account to be established by the Settlement Administrator within 30 days of the Settlement's Effective Date.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator by way of one (1) check following the deposit of the full Gross Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

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

According to Defendant's records:

From February 9, 2017, through January 7, 2023, you worked for Defendant as a non-exempt employee in California for «Workweeks» Workweeks.

From July 6, 2020, through November 28, 2024, you worked for Defendant as a non-exempt employee in California for «PAGA_Pay_Periods» Pay Periods.

If you wish to dispute the number of Workweeks credited to you, you must submit a written letter to the Settlement Administrator. The written dispute must: (a) contain the case name and number of the Class Action (*Gregory J. Knop v. Peak Technology Enterprises, Inc., et al.*, Santa Clara County Superior Court, Case No. 21CV376019); (b) be signed by you; (c) contain your full name; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number(s) to be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you is correct; and (f) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **on or before July 27, 2026.**

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $«Class_ESA». The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wage portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $«PAGA_ESA». The Individual PAGA Payment will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Individual Settlement Payments 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 Payment in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, each of the Settlement Class Members (including the Class Representatives) will be deemed to have, and by operation of the Court's entry of judgment will have, fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all claims against the Released Parties for the Released Class Claims during the Class Period, and each of the PAGA Employees will be deemed to have, and by operation of the Court's entry of judgment will have, fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all claims against the Released Parties for the Released PAGA Claims during the PAGA Period.

"Released Class Claims" means any and all claims, actions, or cause of action alleged in the Class Complaint or that could have been alleged based upon the facts alleged in the Class Complaint, arising during the Class Period, including and not limited to, for failure to properly pay overtime (including at the regular rate), failure to pay minimum wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages upon termination, during employment and associated waiting-time penalties, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001, and 9-2001), and violation of California Business and Professions Code section 17200 *et seq.* based on the aforementioned.

"Released PAGA Claims" means all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice and PAGA Complaint in the PAGA Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and PAGA Complaint in the PAGA Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001, and 9-2001) for failure to pay all and overtime wages due (including overtime wages at the regular rate); failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

"Released Parties" means Defendant Peak Technologies Enterprises, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Members as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to $105,000.00) and reimbursement of all actual litigation costs and expenses, to be paid from the Gross Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, the Class Members, and the State of California in the PAGA Action on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek Seven Thousand Five Hundred Dollars ($7,500.00) as an Enhancement Payment for his services in connection with the Actions and for a general release of all claims and waiver of California Civil Code Section 1542. The Enhancement Payment will be paid from the Gross Settlement Amount subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment that he is entitled to under the Settlement.

G. Settlement Administrator Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated to be Seven Thousand Six Hundred Fifty Dollars ($7,650.00) 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, receiving and reviewing requests for exclusion, objections, and/or disputes, if any, submitted by Class Members, calculating Individual Settlement Payments, and distributing payments and tax forms under the Settlement, and will 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 receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment unless you decide to exclude yourself from the Settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Parties for the Released Class Claims. As a Class Member, 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 Settlement

If you do not wish to participate in the Settlement, you may seek exclusion from (or "opt out" of) the Settlement by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

Knop v. Peak Technology Enterprises, Inc.
c/o ILYM Group, Inc.
P.O. Box 2031,
Tustin, CA 92781

The request for exclusion must: (a) include your full name; (b) include the name and case number of the Class Action (*Gregory J. Knop v. Peak Technology Enterprises, Inc., et al.*, Santa Clara County Superior Court, Case No. 21CV376019); (c) include a clear and unequivocal statement that you wish to be excluded from the Settlement; (d) include your signature; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than July 27, 2026.**

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Settlement will not be entitled to receive any payment from the Settlement, will not be bound by the Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Employees will receive their share of the 25% share of the PAGA Amount and will be bound to the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

C. Object to the Settlement

You may object to the proposed settlement in writing, as long as you have not submitted a request for exclusion from the Settlement. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must: (a) include your full name; (b) clearly identify the case name and number, *Gregory J. Knop v. Peak Technology Enterprises, Inc., et al.*, Santa Clara County Superior Court, Case Number 21CV376019; (c) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified [Charles T. Sweeny, Sweeny Law, PC, 8605 Santa Monica Boulevard, #618463, Los Angeles, California 90069, and Shannon B. Nakabayashi, Jackson Lewis, PC, 50 California Street, San Francisco, CA 64111]; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; (e) contain a statement whether you or your attorney intend to appear at the Final Approval Hearing; and (f) be filed or postmarked **no later than July 27, 2026**.

Settlement Class Members who submit timely Notices of Objection may appear at the Final Approval Hearing in order to have their objections heard by the Court. If the Court permits, Settlement Class Members who have not submitted a written objection in compliance with the Settlement Agreement may still appear at the Final Approval Hearing and present their objections.

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the "Final Approval Hearing") in Department 22 of the Santa Clara County Superior Court, located at 191 N. 1st Street, San Jose, California 95113, on October 29, 2026, at 1:30 p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Enhancement Payment to Plaintiffs, and Settlement Administrator Costs to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator's website; to access it you will need to navigate to the following web URL: www.ILYMgroup.com/KnopPeak

Although Class Members may appear in person, the judge overseeing this case encourages remote appearances. Class Members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Remote appearances must be made through UDC, unless otherwise arranged with the Court. Please go to https://santaclara.ca.gov/online-services/remote-hearings to find the appropriate link. Also, please note that you must register in advance to appear remotely.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted an objection. Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: www.scscourt.org.

VI. FURTHER INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

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. ADDITIONALLY, THIS NOTICE AND KEY CASE DOCUMENTS ARE AVAILABLE AT THE FOLLOWING URL: WWW.ILYMGROUP.COM/KNOPPEAK.

AVISO DE ACUERDO DE ACCIÓN COLECTIVA

Gregory J. Knop contra Peak Technology Enterprises, Inc., et al.
Tribunal Superior del Condado de Santa Clara, Caso nº 21CV376019
Consolidado para fines de aprobación de acuerdos con el Tribunal Superior del Condado de Santa Clara, Caso nº 21CV386575

POR FAVOR, LEA ESTE AVISO CON ATENCIÓN.

Ha recibido este Aviso porque los registros del demandado indican que puede ser elegible para participar en el acuerdo de la acción colectiva alcanzado en el asunto mencionado anteriormente.

No necesitas tomar ninguna medida para recibir un pago de acuerdo y, a menos que solicites ser excluido del acuerdo, tus derechos legales pueden verse afectados.

Este Aviso está diseñado para informarle sobre sus derechos y opciones respecto al acuerdo.

Por orden del Tribunal Superior de California para el Condado de Santa Clara (el "Tribunal" o "Tribunal Superior del Condado de Santa Clara"), se le notifica que: aprobación preliminar de un acuerdo colectivo alcanzado entre el demandante Gregory J. Knop ("Demandante") y el demandado Peak Technology Enterprises, Inc. ("Demandado") (Demandante y Demandado son denominados colectivamente "Partes"), fue concedida el 30 de abril de 2026 en el caso titulado *Gregory J. Knop contra Peak Technology Enterprises, Inc., et al.*, Tribunal Superior del Condado de Santa Clara, Caso nº 21CV376019 (la "Acción Colectiva"), que puede afectar a tus derechos legales.

Si eres miembro de la Clase (o miembro de la Clase), no necesitas tomar ninguna medida para recibir un pago de acuerdo, pero tienes la oportunidad de solicitar la exclusión del Acuerdo (en cuyo caso no recibirás el pago bajo el Acuerdo), objetar el Acuerdo y/o disputar el número de semanas laborales que se te acreditan, si así lo desea, como se explica más detalladamente en la Sección IV más abajo.

I. DEFINICIONES IMPORTANTES

"**Clase**" significa todos los empleados actuales y anteriores no exentos empleados por el Demandado en California en cualquier momento durante el periodo de la clase.

"**Miembro de la Clase**" significa un miembro de la Clase.

"**Periodo de Clase**" significa el periodo desde el 9 de febrero de 2017 hasta el 7 de enero de 2023.

"**Empleados PAPA**" significa todos los empleados actuales y anteriores empleados no exentos por el Demandado en California en cualquier momento durante el periodo PAGA.

"Periodo PAGA" significa el periodo desde el 6 de julio de 2020 hasta el 28 de noviembre de 2024.

II. ANTECEDENTES DE LAS ACCIONES

El 9 de febrero de 2021, el Demandante presentó una Demanda Colectiva por Daños ("Demanda Colectiva") contra el Demandado en el Tribunal Superior del Condado de Santa Clara, Caso No. 21CV376019, que posteriormente fue enmendada el 16 de marzo de 2021 para corregir el nombre del Demandado. La acción alega causas de acción por supuestas violaciones del Código Laboral de California: Salarios por Horas Extra-No Pagados (Cód. Lab. §§ 510 y 1198); Violaciones de Periodos de Comida (Cód. Lab. §§ 226.7 y 512); Violaciones de Periodos de Descanso (Cód. Lab. § 226.7); Salarios Mínimos No Pagados (Cód. Lab. §§ 1194, 1197 y 1197.1); Falta de Pago Puntual de Salarios Finales (Cód. Lab. §§ 201 y 202); Falta de Pago Puntual de Salarios Durante el Empleo (Cód. Lab. § 204); Declaraciones de Salario No Conformes (Cód. Lab. § 226); Falta de Mantenimiento de Registros de Nómina (Cód. Lab. § 1174); Falta de Reembolso de Gastos Comerciales (Cód. Lab. §§ 2800 y 2802); y Prácticas Comerciales Injustas (Cód. Com. y Prof. §§ 17200, y ss.).

Alrededor del 6 de julio de 2021, el Demandante presentó una Carta de la Ley de Abogados Privados Generales ("PAGA") ("Aviso PAGA") ante la Agencia de Desarrollo Laboral y de la Fuerza Laboral ("LWDA") buscando sanciones civiles bajo PAGA, contra los Demandados y cualquier y todos los afiliados, subsidiarias, matrices, directores, funcionarios, agentes y empleados ejecutivos, en nombre de los Empleados PAGA en California ("Empleados PAGA"), por presuntas violaciones del Código Laboral de California y las Órdenes de Salarios de la Comisión de Bienestar Industrial, incluyendo las secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 del Código Laboral de California.

El 9 de septiembre de 2021, el Demandante presentó una Demanda de Ejecución en virtud de la Ley de Abogados Privados Generales, Código Laboral de California § 2698 y siguientes, iniciando así una acción representativa titulada Gregory J. Knop contra Peak Technology Enterprises, Inc., en el Tribunal Superior de California para el Condado de Santa Clara, Caso No. 21CV386575 (la "Acción PAGA" y, junto con la Acción Colectiva, las "Acciones") contra el Demandado, buscando sanciones de conformidad con la Ley de Abogados Privados Generales de California ("PAGA")).

El demandante solicita, entre otras cosas, la recuperación de salarios impagados y primas por los periodos de comida y descanso, restitución, reparación declaratoria, sanciones, intereses y honorarios y costes de abogado.

El demandado niega todas las acusaciones de las Acciones y niega que hayan violado alguna ley. El Tribunal no ha emitido una resolución sobre el fondo de las Acciones.

Las partes participaron en una sesión de mediación de un día completo con un respetado mediador de acciones colectivas y, como resultado, llegaron a un acuerdo. Desde entonces, las Partes han firmado una Estipulación Conjunta de Acción Colectiva y Acuerdo y Liberación de PAGA ("Acuerdo" o "Acuerdo de Conciliación"), que fue aprobada preliminarmente por el Tribunal el 30 de abril de 2026. El Tribunal ha nombrado a ILYM Group, Inc. como administrador del Acuerdo ("Administrador del Acuerdo"), al demandante Gregory J. Knop como representante de la Clase ("Representante de la Clase"), y a los siguientes bufetes como abogados de la Clase ("Abogado de la Clase"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Escarlata Tunney, Esq.
Abogados *por* la Justicia, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Teléfono: (818) 265-1020 / Fax: (818) 265-1021

Charles T. Sweeny
Sweeny Law, PC
8605 Santa Monica Boulevard, 618463
Los Ángeles, California 90069
Teléfono: (310) 658-2112

El acuerdo representa un compromiso y una solución de reclamaciones altamente disputadas. Nada en el Acuerdo está destinado ni será interpretado como una admisión por parte del Demandado de que las reclamaciones en las Acciones tengan fundamento o que el Demandado tenga alguna responsabilidad hacia el Demandante o hacia los Miembros de la Clase. El Demandante y el Demandado, junto con sus respectivos abogados, han concluido y coinciden en que, a la luz de los riesgos e incertidumbres para ambas partes de la continuación del litigio, el Acuerdo es justo, razonable y adecuado, y que el Acuerdo es en el mejor interés de los Miembros de la Clase.

El 20 de marzo de 2024, el Tribunal emitió una orden que consolidaba las Acciones para fines de aprobación de acuerdos y emisión de sentencia basada en ellas, y para todas las prácticas de mociones actualmente pendientes, designando la Acción Colectiva (Caso No. 21CV376019) como el caso principal para la administración y presentación del caso.

III. RESUMEN DEL ACUERDO PROPUESTO

A. Fórmula de liquidación

El importe total del acuerdo es de Trescientos mil dólares (300.000,00 dólares) (el "Monto Bruto del Acuerdo"). La parte del importe bruto de liquidación disponible para el pago a los Miembros de la Clase que no optan por no participar en este Acuerdo ("Miembros de la Clase de Acuerdo") se denomina "Monto Neto de Liquidación". El importe neto de liquidación será el importe bruto del acuerdo menos los siguientes pagos sujetos a aprobación del Tribunal: (1) honorarios de abogados en un importe de hasta el treinta y cinco por ciento (35%) del importe bruto del acuerdo (es decir, hasta $105,000.00) y reembolso de todos los costes y gastos reales del litigio al Abogado de la Clase en el momento de la aprobación preliminar (en conjunto, "Honorarios y costes de abogado"); (2) pagos de mejora en cantidades que no excedan los siete mil quinientos dólares (7.500,00 dólares) al demandante, por su esfuerzo y labor en la tramitación de las acciones ("Pago de agravamiento"); (3) costes de administración del acuerdo, que actualmente se estiman en siete mil seiscientos cincuenta dólares (7.650,00 dólares) para el administrador del acuerdo ("costes de administración del acuerdo"); y (4) la asignación de cincuenta mil dólares y cero céntimos (50.000,00 dólares) para resolver todas las reclamaciones bajo PAGA ("Importe PAGA"), de las cuales el 75%, o 37.500,00 dólares, se pagará a la Agencia de Desarrollo Laboral y Laboral ("LWDA") y el 25%, o 12.500,00 dólares, se distribuirá a los empleados de PAGA.

Los miembros de la clase pueden recibir una *parte proporcional* del Monto Neto de Liquidación ("Parte de Liquidación Individual") basada en el número de semanas laborales durante las cuales trabajaron al menos un turno para el Demandado como empleado no exento en California durante el Periodo de Clase ("Semanas Laborales").

El Administrador de Liquidación ha dividido el importe neto de liquidación entre las semanas laborales de todos los miembros de la clase durante el periodo de clase para obtener el "Valor Estimado de la Semana Laboral", y multiplicado las semanas laborales individuales de cada miembro de la clase por el Valor Estimado de la Semana Laboral para obtener su parte estimada de liquidación individual que podría ser elegible bajo el acuerdo de la clase (que se indica en la Sección III.B más abajo). Los miembros de la clase que no presenten una Solicitud de Exclusión oportuna y válida ("Miembros de la Clase de Acuerdo") recibirán el pago de su último Pago Individual de Acuerdo.

Cada Parte Individual de Liquidación se asignará como un veinte por ciento (20 %) a los salarios (que se reportarán en un Formulario W-2 del IRS), y un ochenta por ciento (80 %) a intereses, sanciones y comisiones (que se reportarán en un Formulario 1099 del IRS, si procede). Los empleados de PAGA que trabajaron entre el 6 de julio de 2020 y el 28 de noviembre de 2024 también serán elegibles para recibir una parte del importe de PAGA ("Pago(s) Individual(es) de PAGA"). Los pagos individuales PAGA se tratarán como penalizaciones del 100% y se reportarán en el Formulario 1099 del IRS. Cada Acción de Liquidación Individual estará sujeta a una reducción por la parte del empleado en impuestos y retenciones respecto a la parte salarial de la Acción de Liquidación Individual. El pago neto de la Parte de Liquidación Individual de cada Miembro de la Clase de Liquidación (tras la reducción de la parte del empleado en los impuestos sobre la parte salarial) y del Pago Individual PAGA (si procede) se denomina su "Pago Individual de Liquidación".

Si el Tribunal concede la aprobación final del Acuerdo, los Demandados pagarán el Monto Bruto Total del Acuerdo de Trescientos Mil dólares (300.000,00 $) realizando un depósito único del Monto Bruto de Liquidación y los Impuestos del Empleador en la cuenta de liquidación que establecerá el Administrador del Acuerdo dentro de los 30 días siguientes a la fecha de entrada en vigor del Acuerdo.

Si el Tribunal concede la aprobación final del Acuerdo, los Pagos Individuales del Acuerdo se enviarán por correo a los Miembros de la Clase de Acuerdo a la dirección registrada con el Administrador del Acuerdo mediante un (1) cheque tras el depósito total del importe bruto del Acuerdo. **Si la dirección a la que se envió este Aviso no es correcta, o si se traslada tras recibirlo, debe proporcionar su dirección postal correcta al Administrador del Acuerdo lo antes posible para asegurar la recepción del pago al que pueda tener derecho.**

B. Tus semanas laborales y periodos de pago según los antecedentes de los demandados

Según los registros del demandado:

Desde el 9 de febrero de 2017 hasta el 7 de enero de 2023, trabajó para el demandado como empleado no exento en California durante «Workweeks» semanas laborales.

Desde el 6 de julio de 2020 hasta el 28 de noviembre de 2024, trabajó para el demandado como empleado no exento en California durante «PAGA_Pay_Periods» Periodos de Pago.

Si desea disputar el número de semanas laborales que se le han acreditado, debe presentar una carta por escrito al Administrador de Acuerdos. La disputa escrita debe: (a) contener el nombre y número del caso de la Acción Colectiva (*Gregory J. Knop contra Peak Technology Enterprises, Inc., et al.*, Tribunal Superior del Condado de Santa Clara, Caso nº 21CV376019); (b) ser firmado por ti; (c) contener tu nombre completo; (d) declarar claramente que disputas el número de semanas laborales que se te acreditan y lo que sostienes es el(los) número(s) correcto(s) que se te deben acreditar; (e) incluir información y/o adjuntar documentación que demuestre que el número de semanas laborales que sostiene que debe ser acreditado es correcto; y (f) ser enviado por correo al Administrador del Asentamiento en la dirección indicada en la Sección IV.B a continuación, con matasellos **a partir del 27 de julio de 2026.**

C. Tu pago estimado individual de liquidación

Como se explicó anteriormente, tu Pago Individual de Liquidación estimado se basa en el número de semanas laborales que se te acrediten.

Según los términos del acuerdo, tu Parte Individual de Acuerdo se estima en $«Class_ESA». La Parte de Liquidación Individual está sujeta a reducción de la parte de impuestos y retención del empleado respecto a la parte salarial de la Parte de Liquidación Individual.

Según los términos del acuerdo, se estima que tu pago individual de PAGA es de $«PAGA_ESA». El pago individual PAGA solo se distribuirá si el tribunal aprueba el acuerdo y después de que este entre en vigor.

Los pagos individuales de acuerdo solo se distribuirán si el tribunal aprueba el acuerdo y después de que este entre en vigor.

El proceso de aprobación del Acuerdo puede tardar varios meses. Su Pago Individual del Acuerdo en este Aviso es solo una estimación. Su Pago Individual del Acuerdo real puede ser mayor o menor.

D. Reclamaciones publicadas

A la fecha de entrada en vigor y la financiación completa de la cantidad bruta de liquidación, cada uno de los miembros de la Clase de Acuerdo (incluidos los Representantes de la Clase) será considerado como tiene, y por efecto de la sentencia del Tribunal habrá, completamente, finalmente y para siempre liberado, resuelto, comprometido, renunciado y desestimado cualquier reclamación contra las Partes Liberadas por las Reclamaciones Colectivas Liberadas durante el Periodo de la Clase, y cada uno de los empleados de PAGA será considerado como tiene, y por aplicación de la sentencia del tribunal, habrá, completamente, finalmente y para siempre liberado, resuelto, comprometido, renunciado y desestimado cualquier reclamación contra las partes liberadas por las reclamaciones liberadas de PAGA durante el periodo PAGA.

"Reclamaciones Colectivas Liberadas" significa cualquier y todas las reclamaciones, acciones o causas de acción alegadas en la Demanda de la Clase o que pudieran haberse alegado basándose en los hechos alegados en la Demanda, surgidos durante el Periodo de la Clase, incluyendo y no limitándose a, por no pagar adecuadamente las horas extra (incluyendo a la tarifa normal), incumplimiento del pago del salario mínimo, incumplimiento de los periodos de comida y primas asociadas, incumplimiento de los periodos de descanso y primas asociadas al cumplimiento, incumplimiento del pago puntual de los salarios al terminar el empleo, durante el empleo y penalizaciones asociadas por tiempo de espera, incumplimiento de las declaraciones salariales cumplidas, incumplimiento de los registros de nóminas requeridos, incumplimiento de los gastos empresariales necesarios, en violación de la sección 201 del Código Laboral de California, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802 y las Órdenes de Salario de la Comisión de Bienestar Industrial (incluyendo, *entre otros*, las nºs 4-2001 y 9-2001), y la violación de la sección 17200 y siguientes del Código de Negocios y Profesiones de California . basado en lo mencionado anteriormente.

"Reclamaciones PAGA liberadas" significa todas las reclamaciones de sanciones civiles bajo la Ley de fiscales generales Privados, sección 2698 del Código Laboral de California, *y siguientes.* que se alegaron en el Aviso PAGA y la Queja PAGA en la Acción PAGA o que razonablemente podrían haberse alegado basándose en las acusaciones fácticas del Aviso y la Queja PAGA en la Acción PAGA, surgidas durante el Período PAGA, contra cualquiera de las Partes Liberadas, por violaciones del Código Laboral de California, incluyendo*, entre otras* cosas, las secciones 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 y 2802, y las Órdenes de Salario de la Comisión de Bienestar Industrial aplicables (incluyendo, *entre otras*, las n.º 4-2001 y 9-2001) por incumplimiento de pagar todos los salarios y los de horas extra debidos (incluidos los salarios de horas extra a la tarifa habitual); no proporcionar periodos de comida cumplidos y primas asociadas; no proporcionar periodos de descanso cumplidos y primas asociadas; no pagar todos los salarios mínimos debidos; incumplimiento de todos los salarios puntualmente durante el empleo, incumplimiento de pago de todos los salarios puntualmente en el momento del despido; no proporcionar estados salariales completos, precisos o correctamente formateados; no mantener los registros de nóminas requeridos; y no reembolsar los gastos empresariales.

"Partes Liberadas" significa Demandada Peak Technologies Enterprises, Inc. y cualquiera de sus matrices anteriores y/o actuales, subsidiarias, filiales y cualquier otra entidad que pueda considerarse empleada conjuntamente a los Miembros de la Clase o Miembros PAGA, así como a cada uno de sus directivos, directores, directivos, directivos, propietarios, ejecutivos, socios, empleados ejecutivos, accionistas, agentes, abogados y cualquier otro predecesor, sucesores, cesionarios o representantes legales.

E. Honorarios de abogados y costes para el abogado de la clase

El Abogado de la Clase solicitará honorarios de abogados por un importe de hasta el 35% (35%) del importe bruto del acuerdo (es decir, hasta 105.000,00 $) y el reembolso de todos los costes y gastos reales del litigio, que se pagarán con el importe bruto del acuerdo, sujeto a la aprobación del tribunal. El Abogado de la Clase ha estado procesando las acciones en nombre del Demandante, los Miembros de la Clase y el Estado de California en la Acción PAGA bajo una base de honorarios contingentes (es decir, sin recibir ningún pago hasta la fecha) y ha estado pagando todos los costes y gastos del litigio.

F. Pago por mejora al demandante

El demandante solicitará siete mil quinientos dólares (7.500,00 dólares) como pago de mejora por sus servicios en relación con las acciones y para la liberación general de todas las reclamaciones y la renuncia a la Sección 1542 del Código Civil de California. El Pago de Mejora se pagará de la cantidad bruta del acuerdo sujeto a la aprobación del Tribunal y, si se concede, se pagará al Demandante además del Pago Individual al que tiene derecho según el Acuerdo.

G. Costes del administrador del acuerdo para el administrador del acuerdo

Se estima que el pago al Administrador del Acuerdo ascenderá a siete mil seiscientos cincuenta dólares ($7,650.00) en concepto de costos del proceso de notificación y administración del acuerdo —incluidos, entre otros, los gastos de notificar a los miembros del grupo sobre el acuerdo, recibir y revisar las solicitudes de exclusión, objeciones y/o disputas (si las hubiera) presentadas por los miembros del grupo, calcular los pagos individuales del acuerdo y distribuir los pagos y formularios fiscales conforme al acuerdo—; dicho monto se abonará con cargo al importe bruto del acuerdo, sujeto a la aprobación del Tribunal.

IV. ¿CUÁLES SON TUS DERECHOS Y OPCIONES COMO MIEMBRO DE LA CLASE?

A. Participar en el Acuerdo

Si quieres recibir dinero del Acuerdo, no tienes que hacer nada. Se te entregará automáticamente tu Pago de Acuerdo Individual a menos que decidas excluirte del Acuerdo. A menos que decidas excluirte del Acuerdo, estarás obligado por los términos del Acuerdo y por cualquier sentencia que el Tribunal pueda dictar en base a él, y se te considerará que has liberado a las Partes Liberadas de las Reclamaciones Colectivas Liberadas. Como miembro de la clase, no serás responsable por separado del pago de honorarios de abogados ni de los costes y gastos de litigio, a menos que contrates a tu propio abogado, en cuyo caso serás responsable de los honorarios y gastos de tu propio abogado.

B. Solicitar exclusión del acuerdo

Si no desea participar en el Acuerdo, puede solicitar la exclusión (o "excluirse") del Acuerdo presentando una solicitud por escrito y oportuna de exclusión al Administrador del Acuerdo en la siguiente dirección:

Knop contra Peak Technology Enterprises, Inc.
c/o ILYM Group, Inc.
P.O. Box 2031, Tustin, CA 92781

La solicitud de exclusión debe: (a) incluir tu nombre completo; (b) incluir el nombre y el número de caso de la Acción Colectiva (*Gregory J. Knop contra Peak Technology Enterprises, Inc., et al.*, Tribunal Superior del Condado de Santa Clara, Caso nº 21CV376019); (c) incluir una declaración clara e inequívoca de que desea ser excluido del Acuerdo; (d) incluir tu firma; y (e) ser enviada por correo al Administrador del Acuerdo en la dirección indicada anteriormente, con matasellos **a más tardar el 27 de julio de 2026.**

Si el Tribunal concede la aprobación final del Acuerdo, cualquier miembro de la Clase que presente una solicitud de exclusión oportuna y válida del Acuerdo no tendrá derecho a recibir ningún pago del Acuerdo, no estará obligado por el Acuerdo (ni por la liberación de las Reclamaciones Colectivas Liberadas mencionadas en la Sección III.D anterior), y no tendrá derecho a objetar a, apelar o comentar el Acuerdo. Cualquier miembro de la Clase que no presente una solicitud de exclusión oportuna y válida del Acuerdo será considerado Miembro de la Clase del Acuerdo y estará obligado por todos los términos del Acuerdo, incluidos aquellos relativos a la liberación de las Reclamaciones Colectivas Liberadas indicados en la Sección III.D anterior, así como cualquier sentencia que el Tribunal pueda dictar en base a la misma.

No obstante, lo anterior, todos los empleados de PAGA recibirán su parte del 25% de la cantidad de PAGA y estarán sujetos a las reclamaciones liberadas de PAGA, independientemente de si presentan una solicitud de exclusión.

C. Objeción al acuerdo

Puede objetar por escrito el acuerdo propuesto, siempre que no haya presentado una solicitud de exclusión del Acuerdo. También puede comparecer en la Audiencia de Aprobación Final a su costa, ya sea en persona, por teléfono o a través de un abogado, siempre que notifique al tribunal su intención de hacerlo. Todas las objeciones escritas, documentos de apoyo y/o avisos de intención de comparecer en la Audiencia Final de Aprobación deben: (a) incluir tu nombre completo; (b) identificar claramente el nombre y número del caso, *Gregory J. Knop contra Peak Technology Enterprises, Inc., et al.*, Tribunal Superior del Condado de Santa Clara, Número de Caso 21CV376019; (c) ser presentada al Tribunal enviando la objeción por correo a: Secretario del Tribunal, Tribunal Superior de California, Condado de Santa Clara, 191 N. 1st Street, San José, California 95113, o presentando la objeción en persona en el mismo lugar; (c) también ser enviados por correo a los bufetes identificados [Charles T. Sweeny, Sweeny Law, PC, 8605 Santa Monica Boulevard, #618463, Los Ángeles, California 90069, y Shannon B. Nakabayashi, Jackson Lewis, PC, 50 California Street, San Francisco, CA 64111]; (d) adjuntar copias de cualquier documento, escrito u otro documento en el que se base la objeción; (e) contener una declaración de si usted o su abogado tienen la intención de comparecer en la Audiencia Final de Aprobación; y (f) ser archivada o con matasellos **a más tardar el 27 de julio de 2026**.

Los miembros de la Clase de Acuerdo que presenten Notificaciones de Objeción a tiempo pueden comparecer en la Audiencia Final de Aprobación para que el Tribunal escuche sus objeciones. Si el Tribunal lo permite, los miembros de la Clase de Conciliación que no hayan presentado una objeción por escrito en cumplimiento del Acuerdo de Conciliación aún pueden presentarse en la Audiencia Final de Aprobación y presentar sus objeciones.

V. AUDIENCIA FINAL DE APROBACIÓN

El Tribunal celebrará una audiencia (la "Audiencia de Aprobación Final") en el Departamento 22 del Tribunal Superior del Condado de Santa Clara, ubicado en 191 N. 1st Street, San José, California 95113, el 29 de octubre de 2026 a la 1:30 p.m., para determinar si el Acuerdo debe ser aprobado definitivamente como justo, razonable y adecuado y si los honorarios y costes de los abogados para el Abogado de la Clase, Se deben conceder el pago de mejora a los demandantes y los costes del administrador del acuerdo al administrador del acuerdo. Si el Tribunal emite una orden y sentencia que conceda la aprobación final del Acuerdo, una copia de dicha orden y sentencia será publicada en la página web del Administrador del Acuerdo; Para acceder a ella tendrás que navegar a la siguiente URL web: www.ILYMgroup.com/KnopPeak

Aunque los miembros de la clase pueden comparecer en persona, el juez encargado de este caso fomenta las comparecencias a distancia. Los miembros de la clase que deseen comparecer de forma remota deben contactar con el Abogado de la Clase al menos tres días antes de la audiencia si es posible. Las comparecencias a distancia deben realizarse a través de la UDC, salvo que se acuerde lo contrario con el Tribunal. Por favor, ve a https://santaclara.ca.gov/online-services/remote-hearings para encontrar el enlace adecuado. Además, ten en cuenta que debes registrarte con antelación para poder presentarte de forma remota.

La audiencia puede continuarse sin necesidad de más aviso a los miembros de la clase. No es necesario que comparezca en la Audiencia Final de Aprobación, aunque puede presentarse si lo desea, independientemente de si presentó una objeción o no. Por favor, visite la página web del Tribunal para obtener la información más actualizada sobre el impacto del COVID-19 en el funcionamiento del Tribunal y cualquier requisito que pueda aplicarse para acceder a las instalaciones del Tribunal: www.scscourt.org.

VI. INFORMACIÓN ADICIONAL

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones exactos del Acuerdo, se le remite al detallado Acuerdo de Conciliación, que está archivado en el secretario del Tribunal. Los escritos y otros registros de este litigio, incluido el Acuerdo de Conciliación, pueden consultarse (a) en línea en el sitio web de Presentación y Notificación Electrónica del Tribunal Superior de California, Condado de Santa Clara, en www.scefiling.org, o (b) en persona en Registros, Tribunal Superior de California, Condado de Santa Clara, 191 N. 1st Street, San José, California 95113, entre las 8:30 a.m. y las 4:00 p.m., de lunes a viernes, excluyendo festivos y cierres judiciales, o puede contactar con el Abogado de la Clase o el Administrador de Acuerdos.

POR FAVOR, NO LLAME AL TRIBUNAL NI AL ABOGADO DEL DEMANDADO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN.

SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR AL ADMINISTRADOR DEL ACUERDO AL SIGUIENTE NÚMERO GRATUITO: (888) 250-6810, O TAMBIÉN PUEDE CONTACTAR CON EL ABOGADO DE LA CLASE. ADEMÁS, ESTE AVISO Y LOS DOCUMENTOS CLAVE DEL CASO ESTÁN DISPONIBLES EN LA SIGUIENTE URL: WWW.ILYMGROUP.COM/KNOPPEAK.

«Case_Name»
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYMID QR Code»

ILYM ID: «ILYMID» «PC»
«first_name» «last_name»
«Address_1»
«City», «state» «Zip_Code»