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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

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

Plaintiff,

v.

PERFORMANCE SYSTEMS INTEGRATION, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24CV444501

**DECLARATION OF NICOLE BENCH
OF ILYM GROUP, INC. REGARDING
NOTICE AND SETTLEMENT
ADMINISTRATION**

HEARING INFO

Date: October 15, 2026

Time: 1:30 p.m.

Judge: Hon. Beth McGowen

Dept.: 22

1 I, Nicole Bench, declare as follows:

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

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

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

1 4. On April 9, 2026, ILYM Group received the Court approved text for the Notice
2 Packet from Class Counsel. ILYM Group prepared a draft of the formatted Notice Packet, which
3 was approved by the Parties' Counsel prior to mailing.

4 5. On May 13, 2026, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, the
6 number of Workweeks worked for each Settlement Class Member during the Class Period and the
7 number of Pay Periods worked for each PAGA Employee during the PAGA Period. The data file
8 was uploaded to our database and checked for duplicates and other possible discrepancies. The
9 Class List contained 197 individuals.

10 6. As part of the preparation for mailing, all 197 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
14 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
15 address was found in the NCOA database, the updated address was used for the mailing of the
16 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

18 7. On May 28, 2026, a link to ILYM Group's website was set up for Class Members
19 to access relevant court documents. The website link is www.ILYMGroup.com/PSI. Also, the
20 following telephone number, (888) 250-6810, and e-mail address, claims@ILYMgroup.com, was
21 included in the Notice Packet for Class Members should they have questions or want additional
22 information.

23 8. On May 28, 2026, the Notice Packet was mailed, in both English and Spanish, via
24 U.S First Class Mail, to all 197 individuals contained in the Class List. Attached hereto, as **Exhibit**
25 **A**, is a true and correct copy of the mailed Notice Packet.

26 9. As of the date of this declaration, 13 Notice Packets have been returned to our office
27 as undeliverable. Of the 13 returned Notice Packets, none included a return with a forwarding
28 address provided by the USPS. ILYM Group performed a computerized skip trace on all 13

1 returned Notice Packets that did not have a forwarding address, in an effort to obtain an updated
2 address for the purpose of re-mailing the Notice Packet. As a result of this skip trace, 10 updated
3 addresses were obtained and the Notice Packets were promptly re-mailed to those Settlement Class
4 Members, via U.S. First Class Mail.

5 10. As of the date of this declaration, a total of 10 Notice Packets has been re-mailed as
6 a result of ILYM Group's skip tracing efforts.

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

9 12. As of the date of this declaration, ILYM Group has received 1 request for exclusion
10 from the following individual: Denise Leithold-Vann. The deadline to request exclusion from the
11 Settlement was July 13, 2026.

12 13. As of the date of this declaration, ILYM Group has not received any written
13 objections to the Settlement. The deadline to file a written objection to the Settlement was July 13,
14 2026.

15 14. As of the date of this declaration, ILYM Group has not received any disputes from
16 a Settlement Class Member.

17 15. As of the date of this declaration, ILYM Group will report a total of 196
18 Participating Class Members, representing 99.49% of the 197 Settlement Class Members. The total
19 number of Workweeks worked by the Participating Class Members during the Class Period is
20 16,260. The Escalator Clause has not been triggered.

21 16. Participating Class Members will receive a proportional share of the Net Settlement
22 Amount through individual settlement payments, based on the number of Workweeks worked by
23 the Class Members during the Class Period. The Net Settlement Amount is the amount remaining
24 after deduction of the Court-approved payments from the Gross Settlement Amount for Class
25 Counsel Attorney Fees and Litigation Expenses, the Class Representative Service Payment,
26 Administration Fees to ILYM Group, and the PAGA Penalties allocation, e.g.,

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Gross Settlement Amount	\$375,000.00
Class Counsel Attorney's Fees	\$125,000.00
Class Counsel Litigation Costs/Expenses	\$11,346.48
Class Representative Service Payment	\$10,000.00
Administration Fees to ILYM Group	\$7,850.00
(65%) PAGA Penalties Payment to LWDA	\$24,375.00
(35%) PAGA Allocation to Aggrieved Employees	\$13,125.00
Net Settlement Amount	\$183,303.52

17. To determine each Participating Settlement Class Member's individual class settlement payment, the Net Settlement Amount shall be divided among the Participating Class Members based on the Class Member's total number of Workweeks worked during the Class Period. This results into the "Workweek Value" and is then multiplied by the number of Workweeks worked by each Class Member during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$935.22, with the estimated highest gross payment being \$2,885.96, and the estimated lowest gross payment being \$11.27.

18. In addition, ILYM Group will report a total of 124 Aggrieved Employees who worked 6,426 PAGA Workweeks during the PAGA Period. The payments to the PAGA Employees will be calculated based on the Aggrieved Employee's total number of Workweeks worked during the PAGA Period. This results into the "PAGA Workweek Value" and is then multiplied by the number of Workweeks worked by each Aggrieved Employee during the PAGA Period. Based on these calculations, the PAGA Employee's, will receive an estimated average payment of \$105.85, with the estimated highest payment being \$208.33, and the estimated lowest payment being \$4.08.

19. ILYM Group's total fees and 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 \$7,850.00. 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

1 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
2 Group to perform.

3 I declare under penalty of perjury under the laws of the State of California and the United
4 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
5 was executed this 18th day of September 2026, at Tustin, California.

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7 Nicole Bench
NICOLE BENCH
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EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
NOTICE OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT
PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

GREGORY FERNANDEZ, individually, and on behalf of other members of the general public similarly situated; Plaintiffs, vs. PERFORMANCE SYSTEMS INTEGRATION, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants.	CASE No. 24CV444501 Judge: Beth McGowen Dept. 22 NOTICE OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This Notice explains that a settlement has been reached in the case entitled *Gregory Fernandez v. Performance Systems Integration, Inc.et al*, Santa Clara Superior Court, Case No. 24CV444501 (the “Action”).

This Notice is to inform you of the proposed Settlement of the Action. The Notice is also intended to (i) describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) advise you of your rights and options with respect to the Settlement.

You are receiving this Notice by order of the Court because the records of Performance Systems Integration, Inc. (hereinafter referred to as “PSI”), indicate that you are a current or former non-exempt employee of PSI, who worked for PSI in California as a nonexempt employee during the time period of August 2, 2020 through July 12, 2025. As a result, **you are eligible to receive a portion of the settlement amount**.

This is **not** a notice of a lawsuit against you. **You are not being sued**.

II. WHAT IS THE LAWSUIT ABOUT?

On August 2, 2024, former PSI employee in California, Gregory Fernandez, filed a lawsuit in which he alleged Labor Code violations and penalties for alleged violations of California wage-and-hour laws as to himself and other alleged “Aggrieved Employees” in the Superior Court of California, County of Santa Clara, entitled *Gregory Fernandez v. Performance Systems Integration, Inc.et al*, Santa Clara Superior Court, Case No. 24CV444501.

Specifically, this Action alleges that the Class Members were not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; were not provided meal and rest periods under the California Labor Code and Wage Orders and were not properly paid premiums; were not reimbursed for all business-related expenses; and, were not provided wage statements with information specified in the California Labor Code. This Action also alleges a claim for unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, and specifically alleges that PSI did not provide Class Members with written notice of material terms of their employment as required by the California Wage Theft Protection Act, and did not provide safety gear as required under the California Labor Code. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) set forth in California Labor Code §§ 2699 *et seq.*

The individual suing PSI is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Sullivan & Yaeckel Law Group, APC, and attorneys for PSI, attorneys Davis Wright Tremaine LLP, have been litigating the Action in State Court prior to this Settlement.

PSI maintains that Class Members have been paid all monies that were due to them and maintains that it has complied with California’s wage-and-hour laws. PSI denies all of the allegations in the Action, that it owes Class Members any monies, or

that it violated any law or engaged in wrongdoing of any kind associated with the claims alleged in the Action. PSI contends, among other things, that it has complied at all times with applicable law in connection with its compensation of and legal obligations to Class Members.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and PSI have negotiated a settlement whereby PSI has agreed to pay up to **\$375,000.00** to resolve the matter. As a Class Member or Aggrieved Employee you are eligible to receive a portion of this amount.

This Settlement is **not** an admission by PSI of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All current and former non-exempt employees who worked for PSI in the State of California as a non-exempt employee at any time during the Class Period (defined as August 2, 2020 through July 12, 2025) (the "Class Members").

All current and former non-exempt employees who worked for PSI in the State of California as a non-exempt employee at any time from August 1, 2023, through July 12, 2025 (the "Aggrieved Employee").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the Parties' proposed settlement, the following will occur if the Settlement is given final approval by the Court:

- A. PSI will pay up to **Three Hundred Seventy-Five Thousand Dollars and Zero Cents** (\$375,000.00) to settle the claims of all Class Members and Aggrieved Employees.
- B. A claims administrator ("Administrator") has been appointed by the Court to administer the Settlement. The Administrator will pay from the \$375,000.00 settlement the following amounts: (1) Plaintiff's counsel's attorneys' fees, up to 33 & 1/3% of the settlement value (or \$125,000.00); (2) Plaintiff's counsel's costs of litigation, up to the amount of \$25,000.00; (3) the expenses of administering the Settlement, up to the amount of \$7,850.00; (4) an enhancement award to the Plaintiff as a Class Representative of up to \$10,000.00 for the role in pursuing the litigation; (5) a payment of \$24,375.00 to the California Labor & Workforce Development Agency, representing 65% of the \$37,500.00 allocated to the Settlement of the claim for civil penalties under PAGA; and (6) a payment of \$13,125.00 to Aggrieved Employees, representing 35% of the \$37,500.00 allocated to the Settlement of the claim for civil penalties under PAGA. The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment" or "Net Settlement Amount").
- C. The Class Payment will be divided among all Participating Class Members based on the estimated number of weeks worked for PSI in California by each Class Member. That is, the Class Payment will be divided by the total number of Workweeks by all Participating Class Members during the Class Period to produce a "weekly settlement value." A "Workweek" is any week in which a Class Member worked for PSI for at least one day in California during the Class Period (August 2, 2020, through July 12, 2025) as a non-exempt employee. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of Workweeks you worked for PSI during the Class Period multiplied by the weekly settlement value, subject to applicable withholdings as more fully described in section VI(B).
- D. The PAGA Penalties will be allocated among Aggrieved Employees who performed work for PSI in California between August 1, 2023, through July 12, 2025, (the "PAGA Period") as a non-exempt employee.

Each Aggrieved Employee's share of the PAGA Penalties will be determined based on the number of Workweeks worked by Aggrieved Employees during the PAGA Period (which excludes any weeks during which the Aggrieved Employee was on a leave of absence or otherwise absent from work) ("PAGA Workweeks"). Aggrieved Employees cannot opt out of the PAGA Penalties or release of PAGA claims.
- E. Corresponding to PSI's records, you worked for PSI in the State of California as a non-exempt employee for approximately **«ClassWeeks»** during the Class Period and **«PagaPP»** PAGA Workweeks during the PAGA Period. Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Administrator via U.S. Mail, at c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781.

Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each Workweek for purposes of calculating Net Settlement Amount to all Class Members is approximately: **\$10.31**. The estimated value of each PAGA Workweek for purposes of calculating PAGA Penalties to all Aggrieved Employees is approximately: **\$2.04**.

Your estimated total settlement amount is **\$«TotalESA»**. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

- F. Released Class Claims:** If the Court grants Final Approval of the Agreement and you do not opt out of the Settlement, then you will be deemed to have fully, finally, and forever released PSI and the "Released Parties" from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action [including, e.g., "(a) any and all claims involving any alleged failure timely, fully, properly, or completely pay minimum wages, regular wages, overtime premium wages, meal or rest period premium wages, or other wages owed; (b) any and all claims involving alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay for all hours worked, including overtime at the proper rate; (d) any and all claims involving the alleged failure to fully or properly reimburse reasonable business expenses; (e) any and all claims involving the alleged failure to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; (f) any and all claims involving the alleged failure to provide proper, accurate, timely, adequately descriptive, or complete itemized wage statements in compliance with California law; (g) any and all alleged unfair business practices; and (h) any and all alleged failure to pay employees in compliance with Labor Code section 204, etc.]. Participating Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including, but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.
- G. Released PAGA Claims by Aggrieved Employees:** If the Court grants Final Approval of the Agreement, Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged PSI and the Released Parties from any and all claims for recovery of civil penalties under the Private Attorneys General Act ("PAGA"), whether known or unknown, to recover wages, damages, penalties, attorneys' fees, interest, litigation costs, restitution, or equitable relief, and other available relief for violations of PAGA that are reasonably related to or arising out of the factual allegations in the Operative Complaint and/or the PAGA Notice, or could have reasonably been alleged or asserted based on, reasonably related to, or arising out of the facts alleged in the Operative Complaint and/or the PAGA Notice, from August 1, 2023 through July 12, 2025.
- H. Please Note:** Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of these groups under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the Released PAGA Claims whether or not you cash the check for your portion of the PAGA allocation before it becomes void.

V. WHAT ARE MY OPTIONS?

- A. *You may accept your share of the Settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the Settlement is given Final Approval by the Court. The checks will be mailed to you by the Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void, and the funds will be placed in your name with the California State Unclaimed Property Fund;

OR

- B. *You may exclude yourself from the Settlement, in which case you will not receive a share of the Net Settlement Amount, and you will not be bound by the Agreement as to the Released Class Claims.*** If you choose to be excluded, by no later than **July 13, 2026** (45 calendar days after mailing of this Notice) (plus an additional 14 days if this Notice was re-mailed to you), you must send a signed written Request for Exclusion, by mail, fax, or email, to the administrator, ILYM Group, Inc., located at P.O. Box 2031, Tustin, CA 92781, fax to (888) 845-6185, or email at claims@ILYMgroup.com.

In order to be considered valid, your Request for Exclusion must be signed and include the case name and number, your full name (and any and all names used during your employment), address, telephone number, last four digits of your social security number, and a request that you want to be excluded from the Settlement.

OR

- C. **You may object to the Settlement.** The procedures for objecting to the Settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

- A. The Administrator will calculate your share of the Settlement and will issue you a check.
- B. Ten percent (10%) of your share of the Individual Class Payment will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining ninety percent (90%) of these payments. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.
- C. One hundred percent (100%) of your share of the Individual PAGA Payment will be considered non-wages. You will be given an IRS tax form for this amount.
- D. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on October 15, 2026, at 1:30 p.m., Department 22 of the Santa Clara Superior Court, located at 191 N. First St., San Jose, CA 95113, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC, (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Although Class Members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class Members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you do not agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Gregory Fernandez v. Performance Systems Integration, Inc. et al*, Santa Clara Superior Court, Case No. 24CV444501. Be sure to include the case name and case number (as shown in the preceding sentence), your full name, address, telephone number, last four digits of your social security number, and a written statement of why you object. Mail the objection to the Administrator address at *c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781*, or fax to (888) 845-6185 on or before **July 13, 2026** (45 calendar days after mailing of this Notice, plus an additional 14 days if your Class Notice was re-mailed to you). A written objection is optional. 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.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

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.sceffiling.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 can call the Administrator at (888) 250-6810 or any of Class Counsel (see below for phone numbers.) Additionally, you can visit the Administrator's website, www.ILYMGroup.com/PSI which shows a copy of this Notice and other important documents pertaining to this case.

ATTORNEYS REPRESENTING PLAINTIFF AND THE CLASS

SULLIVAN & YAECKEL LAW GROUP, APC

Eric K. Yaeckel
Cody D. Archer
2330 Third Avenue
San Diego, California 92101
(619) 702-6760

ATTORNEYS REPRESENTING DEFENDANT PSI

DAVIS WRIGHT TREMAINE LLP

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Tiffanie de la Riva
350 S. Grand Ave., 27th Floor
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(213) 633-6800

Attorneys for Defendant PERFORMANCE SYSTEMS INTEGRATION, INC.

**PLEASE DO NOT TELEPHONE THE COURT, PSI, OR PSI CORPORATE OFFICE OR MANAGERS
REGARDING THIS SETTLEMENT.**

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

«ILYM_ID
QR
Code»

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

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
POR EL CONDADO DE SANTA CLARA

AVISO DE ACUERDO DE ACCIÓN COLECTIVA Y ACCIÓN REPRESENTATIVA

POR FAVOR, LEA ATENTAMENTE COMO
ESTE AVISO PUEDE AFECTAR A TUS DERECHOS

GREGORY FERNÁNDEZ, individualmente y en nombre de otros miembros del público en general en situación similar; Demandantes, vs. PERFORMANCE SYSTEMS INTEGRATION, INC., una corporación de California; y HACE del 1 al 10, inclusive, Demandados.	CASO N° 24CV444501 Juez: Beth McGowen Departamento 22 AVISO DE ACUERDO DE ACCIÓN COLECTIVA Y ACCIÓN REPRESENTATIVA
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I. ¿POR QUÉ RECIBÍ ESTE AVISO?

Este Aviso explica que se ha alcanzado un acuerdo en el caso correspondiente *Gregory Fernandez v. Integración de Sistemas de Rendimiento, Inc.et al*, Tribunal Superior de Santa Clara, Caso N° 24CV444501 (la "Acción").

Este Aviso es para informarle del acuerdo propuesto de la Acción. El Aviso también pretende (i) describir el Acuerdo, incluyendo cómo se asignarán los fondos del Acuerdo y cómo puede afectarle el Acuerdo; y (ii) informarle sobre sus derechos y opciones respecto al Acuerdo.

Está recibiendo este Aviso por orden del Tribunal porque los registros de Performance Systems Integration, Inc. (en adelante denominados "PSI") indican que es un empleado no exento actual o anterior de PSI, que trabajó para PSI en California como empleado no exento durante el periodo de Del 2 de agosto de 2020 al 12 de julio de 2025. Como resultado, **Eres elegible para recibir una parte del importe del acuerdo.**

Esto **no es** un aviso de demanda en tu contra. **No te están** demandando.

II. ¿DE QUÉ TRATA LA DEMANDA?

El 2 de agosto de 2024, el expleado de PSI en California, Gregory Fernandez, presentó una demanda en la que alegaba violaciones y sanciones del Código Laboral por presuntas violaciones de las leyes de salario y horario de California en su contra y otros supuestos "empleados agraviados" en el Tribunal Superior de California, condado de Santa Clara, titulada *Gregory Fernandez v. Integración de Sistemas de Rendimiento, Inc.et al*, Tribunal Superior de Santa Clara, Caso n° 24CV444501.

Específicamente, esta Acción alega que a los Miembros de la Clase no se les pagó salarios regulares, mínimos o de horas extras ni salarios finales al separarse del empleo, como exige la ley de California; no se les proporcionaron periodos de comida y descanso según el Código Laboral de California ni las Ordenes Salariales, ni se les pagaron las primas adecuadamente; no se les reembolsaron todos los gastos relacionados con el negocio; y, no se les proporcionaron estados salariales con la información especificada en el Código Laboral de California. Esta acción también alega una demanda por prácticas comerciales desleales y/o ilegales en California en violación del Código de Negocios y Profesiones de California § 17200 y siguientes, y alega específicamente que PSI no proporcionó a los miembros de la clase un aviso escrito sobre los términos materiales de su empleo tal y como exige la Ley de Protección contra el Robo de Salarios de California, ni el equipo de seguridad exigido por el Código Laboral de California. La demanda también busca sanciones bajo el Código Privado de California Ley de Fiscales Generales ("PAGA") establecida en el Código Laboral de California §§ 2699 y siguientes.

La persona que demanda a PSI es referida en este documento como "Demandante". Los abogados del demandante, Sullivan & Yaeckel Law Group, APC, y los abogados de PSI, Davis Wright Tremaine LLP, han estado litigando la acción en el Tribunal Estatal antes de este acuerdo.

PSI sostiene que los miembros de la clase han recibido todos los ingresos que les correspondían y sostiene que ha cumplido con las leyes de salario y horas de California. PSI niega todas las acusaciones en la Acción, que debe dinero a los Miembros de la Clase, o que haya violado alguna ley o haya incurrido en cualquier irregularidad relacionada con las reclamaciones alegadas en la Acción. PSI sostiene, entre otras cosas, que ha cumplido en todo momento con la legislación aplicable en relación con su compensación y obligaciones legales hacia los Miembros de la Clase.

El Tribunal no ha dictaminado si las alegaciones del demandante tienen fundamento. Sin embargo, para evitar el tiempo y el coste de futuros litigios, cuyo resultado final es incierto, y para proporcionar una resolución justa y razonable de esta disputa legal, el demandante y PSI han negociado un acuerdo mediante el cual PSI ha acordado pagar hasta **375.000,00 dólares** para resolver el asunto. Como miembro de la clase o empleado agraviado, tienes derecho a recibir una parte de esta cantidad.

Este acuerdo no constituye una admisión por parte de PSI de ninguna responsabilidad.

III. ¿QUIÉN ESTÁ INCLUIDO EN ESTA DEMANDA COLECTIVA?

Todos los empleados actuales y anteriores no exentos que trabajaron para PSI en el Estado de California como empleados no exentos en cualquier momento durante el Periodo de Clase (definido del 2 de agosto de 2020 al 12 de julio de 2025) (los "Miembros de la Clase").

Todos los empleados actuales y anteriores que no estén exentos y que hayan trabajado para PSI en el Estado de California como empleados no exentos en cualquier momento desde el 1 de agosto de 2023 hasta el 12 de julio de 2025 (el "Empleado Agraviado").

IV. ¿QUÉ OFRECE EL ACUERDO PROPUESTO?

Según los términos del acuerdo propuesto por las Partes, ocurrirá lo siguiente si el Acuerdo recibe la aprobación final del Tribunal:

- A. PSI pagará hasta **trescientos setenta y cinco mil dólares y cero céntimos** (375.000,00 dólares) para resolver las reclamaciones de todos los miembros de la clase y empleados afectados.
- B. El Tribunal ha designado a un administrador de reclamaciones ("Administrador") para administrar el Acuerdo. El Administrador pagará a partir de los 375.000,00 dólares del acuerdo las siguientes cantidades: (1) honorarios de abogados del abogado del demandante, hasta el 33 y 1/3% del valor del acuerdo (o 125.000,00 dólares); (2) los costes del litigio del abogado del demandante, hasta un importe de \$25,000.00; (3) los gastos de administración del Acuerdo, hasta un importe de \$7,850.00; (4) una indemnización de mejora al demandante como representante de clase de hasta 10.000,00 dólares por su papel en la continuación del litigio; (5) un pago de 24.375,00 dólares a la Agencia de Desarrollo Laboral y Laboral de California, que representa el 65% de los 37.500,00 dólares asignados al acuerdo de la reclamación por sanciones civiles bajo PAGA; y (6) un pago de 13.125,00 dólares a los empleados afectados, que representa el 35% de los 37.500,00 dólares asignados al acuerdo de la reclamación por sanciones civiles bajo PAGA. El resto se pagará a los miembros de la clase en la liquidación de sus reclamaciones individuales (el "Pago de la Clase" o "Importe Neto de Liquidación").
- C. El Pago de la Clase se dividirá entre todos los Miembros de la Clase Participantes en función del número estimado de semanas trabajadas para PSI en California por cada Miembro de la Clase. Es decir, el Pago de la Clase se dividirá por el número total de semanas laborales de todos los Miembros de la Clase Participantes durante el Periodo de la Clase para producir un "valor de liquidación semanal". Una "Semana de Trabajo" es cualquier semana en la que un miembro de la clase trabajó para PSI al menos un día en California durante el periodo de la clase (del 2 de agosto de 2020 al 12 de julio de 2025) como empleado no exento. Si no optas por no participar en el acuerdo, serás elegible para recibir un pago de liquidación por la cantidad total de semanas laborales que trabajaste para PSI durante el periodo de clase multiplicado por el valor semanal de liquidación, sujeto a las retenciones aplicables según se describe más detalladamente en la sección VI(B).
- D. Las sanciones PAGA se asignarán a los empleados afectados que hayan realizado trabajo para PSI en California entre el 1 de agosto de 2023 y el 12 de julio de 2025 (el "Periodo PAGA") como empleados no exentos.

La parte de cada Empleado Agraviado en las Sanciones PAGA se determinará en función del número de semanas laborales trabajadas por los Empleados Agraviados durante el Periodo PAGA (que excluye cualquier semana durante la cual el Empleado Agraviado haya estado de baja o ausente de alguna manera) ("Semanas Laborales PAGA"). Los empleados afectados no pueden optar por no participar en las sanciones PAGA ni en la liberación de reclamaciones bajo PAULA.

- E. Según los registros de PSI, trabajaste para PSI en el Estado de California como empleado no exento durante aproximadamente **«ClassWeeks»** durante el periodo de clase y **«PagaPP»** semanas laborables PAGA durante el periodo PAGA. Tu parte del Pago de Liquidación se basará en la información anterior. Si cree que la información anterior es incorrecta, puede disputar esta información enviando sus correcciones y cualquier documentación de apoyo al Administrador por correo postal de EE. UU., en c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781. Por favor, ten en cuenta que la información indicada arriba se presume correcta a menos que demuestres lo contrario.

El valor estimado de cada semana laboral para efectos de calcular el importe neto de liquidación para todos los miembros de la clase es aproximadamente: **\$10.31**. El valor estimado de cada semana laboral PAGA para efectos de cálculo de las sanciones PAGA para todos los empleados afectados es aproximadamente: **\$2.04**.

Tu importe total estimado de la indemnización es **\$«TotalESA»**. Esto es solo una estimación. Tu participación real puede variar dependiendo de la resolución final del Tribunal y del número final de miembros participantes de la Clase.

- F. **Reclamaciones Colectivas Liberadas:** Si el Tribunal concede la Aprobación Final del Acuerdo y no optas por no salir del Acuerdo, se considerará que has liberado completamente, finalmente y para siempre a PSI y a las "Partes Liberadas" de (i) todas las reclamaciones que se alegaron, o razonablemente podrían haberse alegado, basándose en los hechos del Periodo de Clase expresados en la Demanda Operativa y determinados en el transcurso de la Acción [incluyendo, por ejemplo, "(a) cualquier reclamación que implique cualquier supuesto incumplimiento puntual, total, adecuado o total de salarios mínimos, salarios regulares, primas de horas extra, primas de comidas o periodos de descanso, u otros salarios adeudados; (b) cualquier reclamación relacionada con supuestas violaciones de las pausas para comidas y/o descanso; (c) cualquier reclamación relacionada con el supuesto incumplimiento de pago por todas las horas trabajadas, incluidas las horas extra a la tarifa adecuada; (d) cualquier reclamación relacionada con la supuesta falta de reembolso total o adecuado de los gastos razonables de negocio; (e) cualquier reclamación relacionada con el supuesto incumplimiento de todos los salarios o compensaciones debidas a un empleado despedido, que renuncia o que se marcha; (f) cualquier reclamación que implique la supuesta falta de proporcionar declaraciones salariales detalladas adecuadas, precisas, oportunas, descriptivas o completas en cumplimiento con la ley de California; (g) cualquier y cada una de las supuestas prácticas comerciales desleales; y (h) cualquier supuesto incumplimiento de pago a los empleados en cumplimiento del artículo 204 del Código Laboral, etc.]. Los miembros participantes de la Clase liberarán al Demandado y a las Partes Liberadas de todos los recursos que puedan reclamarse en relación con las Reclamaciones Liberadas, incluyendo, pero no limitado a, daños legales, constitucionales, contractuales, costes impagos, sanciones, daños punitivos, intereses, honorarios de abogados, costes de litigio, restitución y reparación equitativa. Excepto lo que se establece en la Sección 5.3 de este Acuerdo, Los miembros participantes de la clase no liberan ninguna otra reclamación, incluyendo reclamaciones por beneficios adquiridos, despido improcedente, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones basadas en hechos ocurridos fuera del periodo de clase.
- G. **Reclamaciones liberadas de la PAGA de empleados agraviados:** Si el tribunal concede la aprobación final del acuerdo, se considerará que los empleados agraviados han liberado completamente, finalmente y para siempre han resuelto, resuelto, comprometido, renunciado y exonerado a PSI y a las partes liberadas de cualquier reclamación de recuperación de sanciones civiles bajo la Ley de Fiscales Generales Privados ("PAGA"), ya sea conocida o desconocida, para recuperar salarios, daños, sanciones, honorarios de abogados, intereses, costes de litigio, restitución o reparación equitativa, y otros reparaciones disponibles por violaciones de PAGA que estén razonablemente relacionadas o surjan de las alegaciones fácticas en la Demanda Operativa y/o el Aviso PAPA, o que razonablemente pudieran haberse alegado o alegado basándose en , razonablemente relacionado con, o derivados de los hechos alegados en la Demanda Operativa y/o en el Aviso PAPA, desde el 1 de agosto de 2023 hasta el 12 de julio de 2025.
- H. Por favor, tenga en cuenta: Las personas que entren en la definición de la Clase pueden optar por solicitar la exclusión o "excluirse" de estos grupos bajo los procedimientos especificados aquí. Cualquier persona que opte por no participar en la Clase ("Exclusión Voluntaria") no recibirá un Pago Individual por Clase. Sin embargo, no puedes optar por no participar en la parte del Acuerdo relacionada con la liquidación de reclamaciones bajo la PAGA. Incluso si un miembro de la clase opta por no participar, seguirá recibiendo un Pago PAGA Individual. Estarás obligado por las Reclamaciones Liberadas de PAGA tanto si cobras el cheque por tu parte de la asignación PAGA como si no, antes de que se vuelva nula.

V. ¿CUÁLES SON MIS OPCIONES?

- A. ***Puedes aceptar tu parte del Acuerdo y quedar obligado a la liberación de todas las reclamaciones descritas anteriormente.*** Las indemnizaciones se pagarán mediante cheque después de que el Tribunal obtenga la aprobación final del Acuerdo. Los cheques te los enviará el Administrador. Tu cheque seguirá siendo válido y negociable durante ciento ochenta (180) días desde la fecha en que se emita. Después de que expiren esos ciento ochenta (180) días, el

cheque quedará anulado y los fondos se pondrán a tu nombre en el Fondo de Bienes No Reclamados del Estado de California;

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- B. *Puedes excluirte del Acuerdo, en cuyo caso no recibirás una parte del Monto Neto del Acuerdo y no estarás obligado por el Acuerdo respecto a las Reclamaciones Colectivas Liberadas.*** Si decide ser excluido, a más tardar el **13 de julio de 2026** (45 días naturales después de la publicación de este Aviso) (más 14 días adicionales si este Aviso se le ha reenviado), debe enviar una Solicitud de Exclusión firmada por escrito, por correo, fax o correo electrónico, al administrador de ILYM Group, Inc., ubicado en P.O. Box 2031, Tustin, CA 92781, enviar por fax al (888) 845-6185, o enviar por correo electrónico a claims@ILYMgroup.com. Para que sea válida, su Solicitud de Exclusión debe estar firmada e incluir el nombre y número del caso, su nombre completo (y todos los nombres utilizados durante su empleo), dirección, número de teléfono, los últimos cuatro dígitos de su número de la Seguridad Social y una solicitud de que desea ser excluido del Acuerdo.

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- C. *Puede objetar el Acuerdo.*** Los procedimientos para objetar el Acuerdo se describen a continuación en la Sección VIII de este formulario.

VI. ¿CUÁLES SON LOS PROCEDIMIENTOS PARA EL PAGO?

- A.** El Administrador calculará tu parte del acuerdo y te emitirá un cheque.
- B.** El diez por ciento (10%) de tu parte del Pago de Clase Individual se considerará salario del que se deducirán retenciones fiscales ordinarias. No se harán deducciones fiscales sobre el noventa por ciento (90%) restante de estos pagos. Se te entregarán formularios fiscales del IRS para cada una de estas cantidades. Eres responsable de pagar la cantidad correcta de impuestos sobre cada parte de tu parte del acuerdo.
- C.** El 100% (100%) de tu parte del Pago Individual PAGA se considerará no salarial. Se te entregará un formulario de impuestos del IRS por esta cantidad.
- D.** Es importante que las partes tengan tu dirección actual para poder enviarte otros envíos relacionados con la Acción. Debe contactar con el Administrador para informar de cualquier cambio de dirección tras recibir este Aviso. No informar de un cambio de dirección puede hacer que no recibas tu parte del dinero del acuerdo.

VII. AUDIENCIA SOBRE EL ACUERDO PROPUESTO

Se celebrará una Audiencia Final de Aprobación ante el Tribunal el 15 de octubre de 2026, a la 13:30 p.m., Departamento 22 del Tribunal Superior de Santa Clara, ubicado en 191 N. First St., San José, CA 95113, para decidir si el acuerdo propuesto es justo, razonable y adecuado. El Tribunal puede suspender o aplazar la audiencia sin necesidad de más aviso. No estás obligado a asistir a la audiencia. Sullivan & Yaeckel Law Group, APC, (información de contacto más abajo), abogados del Demandante y de la Clase, responderán a cualquier pregunta que el Tribunal pueda tener. Sin embargo, puedes asistir a la audiencia por tu cuenta. Aunque los miembros de la clase pueden comparecer en persona, el juez encargado de este caso fomenta las comparecencias a distancia. (A fecha de 15 de agosto de 2022, la plataforma remota del Tribunal es Microsoft Teams.) 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 instrucciones para presentarse en remoto se proporcionan en https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml y deben revisarse con antelación. Los miembros de la clase pueden presentarse de forma remota utilizando el enlace de Microsoft Teams para el Departamento 7 (sesión de la tarde) o llamando al número gratuito de llamada de conferencia del Departamento 7. Deberías consultar la página web del Tribunal para obtener información actualizada antes de intentar presentarte a distancia.

VIII. PROCEDIMIENTOS PARA OPONERSE AL ACUERDO

Tienes la opción de objetar el Acuerdo y decirle al Tribunal que no estás de acuerdo con el Acuerdo ni con alguna parte de él. El Tribunal considerará sus opiniones. Para objetar, puede enviar una carta, que debe firmar, diciendo que se opone al acuerdo de *Gregory Fernandez v. Integración de Sistemas de Rendimiento, Inc. et al*, Tribunal Superior de Santa Clara, Caso n° 24CV444501. Asegúrate de incluir el nombre y el número de caso (como se muestra en la frase anterior), tu nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de tu número de la Seguridad Social y una declaración escrita de por qué te opones. Envíe la objeción por correo electrónico a la dirección del Administrador en *c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781*, o fax a (888) 845-6185 en o antes **13 de julio de 2026** (45 días naturales después del envío de este Aviso, más 14 días adicionales si su Aviso de Clase fue reenviado por correo). Una objeción por escrito es opcional. 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.

IX. EXAMEN DE DOCUMENTOS JUDICIALES Y PREGUNTAS

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 al (888) 250-6810 o a cualquiera de los Abogados de la Clase (ver más abajo los números de teléfono). Además, puede visitar la página web del Administrador, www.ILYMGroup.com/PSI que muestra una copia de este Aviso y otros documentos importantes relacionados con este caso.

ABOGADOS QUE REPRESENTAN AL DEMANDANTE Y A LA CLASE

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Abogados del demandado PERFORMANCE SYSTEMS INTEGRATION, INC.

POR FAVOR, NO LLAME AL TRIBUNAL, A LA OFICINA CORPORATIVA DE PSI NI A LOS DIRECTIVOS DE PSI RESPECTO A ESTE ACUERDO.