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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**[PROPOSED] ORDER: (1) GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND (2)
ENTERING JUDGMENT**

Date: October 15, 2026
Time: 1:30 p.m.
Dept.: 22
Judge: Hon. Beth McGowen

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 Plaintiff GREGORY FERNANDEZ's Unopposed Motion for Final Approval of (1) Class
3 Action and PAGA Settlement; (2) Attorneys' Fees and Costs; and (3) Class Representative Service
4 Payment, in the above-captioned matter, came on for hearing before this Court on October 15, 2026
5 at 1:30 p.m. Sullivan & Yaeckel Law Group, APC and Capstone Law APC appeared on behalf of
6 Plaintiff and the Class. Davis Wright Tremaine LLP appeared on behalf of Defendant Performance
7 Systems Integration, Inc. ("Defendant"). On good cause shown, and pursuant to the authority of
8 California statutory and case law, this Court finds that the settlement between Plaintiff and Defendant
9 was made in good faith and is fair, reasonable and adequate. The Court grants the motion and enters
10 judgment consistent with the following:

11 **IT IS HEREBY ORDERED THAT:**

- 12 1. Plaintiff's Motion for Final Approval of (1) Class Action and PAGA Settlement; (2) Attorneys'
13 Fees and Costs; and (3) Class Representative Service Payment, is hereby granted.
- 14 2. All terms used herein shall have the same meaning as defined in the Class Action and PAGA
15 Settlement Agreement ("Settlement Agreement") and the Settlement Agreement is
16 incorporated by reference.
- 17 3. The Court certifies the Class for the purposes of the Settlement only: all current and former
18 non-exempt employees who worked for Defendant in California as a non-exempt employee
19 at any time during the Class Period of August 2, 2020 through July 12, 2025.
- 20 4. Pursuant to this Court's Preliminary Approval Order of April 13, 2026, the Notice of Class
21 Action Settlement (the "Class Notice") was sent to the Class, which was previously certified
22 in this Court's Preliminary Approval Order, in the manner specified by the Settlement
23 Agreement. (The Settlement Agreement is on file with the Court's Register of Actions # 18
24 as **Exhibit A**.) The Class Notice informed the Class of the terms of the Settlement, their right
25 to receive their proportional share of the Settlement by not opting out, their right to request
26 exclusion, and their right to object to the Settlement. Adequate periods of time were provided
27 by each of these procedures.
28

- 1 5. Out of a total of 197 Class Members who were sent notice, one (1) has requested exclusion and
2 “Opted-Out” of the Settlement.
- 3 6. Zero (0) members of the Class objected to the Settlement.
- 4 7. The Court finds and determines that this notice procedure afforded adequate protections to
5 Class Members and fully and accurately informed the Class of all material aspects of the
6 settlement. The Court finds and determines that the notice provided in this case was the best
7 notice practicable, which satisfied the requirements of law and due process.
- 8 8. The Court further finds and determines that the terms of the Settlement are fair, reasonable and
9 adequate to the Class and to each Class Member. The Class Members who have not expressly
10 sent a request for exclusion (“Opt-Out”), will be bound by the Settlement. The Settlement is
11 ordered finally approved, and that all terms and provisions of the Settlement should be and
12 hereby are ordered to be consummated.
- 13 9. The Court finds and determines that the Settlement sums to be paid to the Class Members as
14 provided for by the Settlement are fair and reasonable. The Court hereby gives final approval
15 to and orders the payment of those amounts be made to the Class Members in accordance with
16 the terms of the Settlement.
- 17 10. The Court finds the payment of \$24,375.00 (65% Share of \$37,500.00 allocation) to the Labor
18 and Workforce Development Agency (“LWDA”) in settlement of the LWDA’s share of the
19 penalties alleged by Plaintiff and compromised under the Settlement is fair and reasonable. The
20 Court hereby gives final approval to and orders those amount(s) to be paid from the Gross
21 Settlement Amount as set forth in the Settlement Agreement.
- 22 11. The Court approves Plaintiff Gregory Fernandez as the Class Representative for the purposes
23 of the Settlement.
- 24 12. The Court finds and determines that the Class Representative Service Payment to Plaintiff, Mr.
25 Fernandez, in the sum of \$10,000.00, in consideration for their service as the Class
26 Representative, is fair and reasonable. The Court hereby gives final approval to and orders that
27 the Service Payment be paid from the Gross Settlement Amount as provided by the Settlement
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- 1 Agreement.
- 2 13. The Court approves ILYM Group, Inc. as the Administrator.
- 3 14. The Court finds and determines that the total payment to the Administrator, ILYM Group, Inc.,
4 in the sum of \$7,850.00 for claims administration expenses in completing its duties pursuant
5 to the terms of the Settlement is fair and reasonable. The Court hereby gives final approval to
6 and orders that the payment of said amount be paid from the Gross Settlement Amount as
7 provided for by the Settlement Agreement.
- 8 15. The Court Approves Sullivan & Yaeckel Law Group, APC, and Capstone Law APC as Class
9 Counsel for the purposes of the Settlement.
- 10 16. The Court finds and determines that the payment of \$125,000.00 as Class Counsel's Attorneys'
11 Fees and request for \$11,346.48 for costs of litigation, is fair and reasonable. The Court hereby
12 gives final approval to and orders those amount(s) to be paid from the Gross Settlement
13 Amount as set forth in the Settlement Agreement.
- 14 17. Pursuant to the parties agreement, those will be further broken down as follows: \$87,500.00
15 in attorneys' fees and \$9,438.69 in costs to be paid to the Sullivan & Yaeckel Law Group,
16 APC, and \$37,500.00 in attorneys' fees and \$1,907.79 in costs to Capstone Law APC.
- 17 18. Upon entry of this Order, all "Released Class Claims" against Defendant and the "Released
18 Parties by the "Participating Class Members" that have been, or might have been, asserted by
19 any Class Member who did not timely submit a Request for Exclusion, in accordance with the
20 terms of the Settlement Agreement, are hereby released, and all such Class Members shall be
21 forever barred from pursuing any of the Released Class Claims as set forth in the Settlement
22 Agreement against the Released Parties.
- 23 19. Upon entry of this Order, all "Released PAGA Claims" against Defendant and the "Released
24 Parties" by the "Aggrieved Employees" and the State of California as hereby released.
- 25 20. Nothing contained in the Settlement Agreement shall be construed or deemed as admission of
26 liability, culpability, negligence, or wrongdoing on the part of Defendant.
- 27 21. Except as provided in the Settlement Agreement, Defendant shall have no further liability for
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- 1 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.
- 2 22. Accordingly, this Order shall constitute Final Judgement. The Court enters this judgment
- 3 consistent with the above and the parties' Settlement Agreement.
- 4 23. Pursuant to California Rules of Court, rule 3.769(h), this Court retains jurisdiction over the
- 5 subject matter of this litigation and over the parties to enforce this judgment.
- 6 24. The Court will set a compliance hearing for _____, 2026 at
- 7 _____ to confirm the completion of the settlement process.
- 8

9 **IT IS SO ORDERED.**

10 Dated: _____

11 _____
12 HON. BETH MCGOWEN
13 JUDGE OF THE SUPERIOR COURT
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