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Attorneys for Plaintiffs CHRISTOPHER ORNELAS, on behalf of himself and all others similarly situated, and CHRISTOPHER NIETO, on behalf of himself and all others aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTOPHER ORNELAS, on behalf of himself and all others similarly situated and CHRISTOPHER NIETO, on behalf of himself and all others aggrieved,

Plaintiffs,

vs.

TEKSYSTEMS, INC., a Maryland Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 19STCV39944

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Carolyn B. Kuhl
Department 12

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF CHRISTOPHER NIETO
IN SUPPORT OF MOTION FOR MOTION
FOR ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, AND SETTING FINAL FAIRNESS
HEARING DATE**

Date: March 27, 2024

Time: 10:00 a.m.

Dept: SS12

Judge: Carolyn B. Kuhl

Complaint filed: November 6, 2019

Trial date: Not set

1 I, Christopher Nieto, declare as follows:

2 1. I am a person over the age of eighteen years and am competent to complete this
3 declaration. All facts stated in this declaration are based on my own personal knowledge,
4 observations and experiences in relation to the claims made in the above-entitled matter. If
5 called to testify, I would and could testify to each of the following facts under oath and in open
6 court. I submit this declaration in support of the Motion for Order Granting Preliminary
7 Approval of Class and PAGA Action Settlement, Conditional Certification, Approval of Class
8 Notice, and Setting Final Fairness Hearing Date, and to support my requested Service Payment.

9 2. I am one of the named Plaintiffs and the PAGA Representative in this litigation.

10 3. I worked for TEKsystems as a security system installer from May 5, 2015 to
11 approximately May 12, 2018 and then again from May 7, 2019 to October 2021.

12 4. TEKsystems did not pay me for all time I actually worked. I lived near
13 TEKsystems's local office, but TEKsystems would schedule my first job up to 1.5 to 2.0 hours
14 away and did not pay me for travel time to reach the first job location. The last job of my day
15 often left me over an hour away from home, and I did not get paid for the time it took me to get
16 home. I estimate I spent 10-15 hours per work week traveling to and from job sites that I was
17 not paid for.

18 5. TEKsystems did not fully reimburse me for the use of my personal cell phone,
19 for tools, and for mileage when using my personal vehicle to travel to and from job sites. I used
20 my personal cell phone to call and/or text managers or customers on a daily basis, or to look up
21 equipment test sequences and specs on the internet. I estimate of my monthly cell phone usage,
22 at least 50% of it was for work. I estimate I drove approximately up to 250 miles per week in
23 my personal vehicle to reach job sites and to return home, and TEKsystems did not pay me any
24 mileage or reimburse my gas. TEKsystems did not provide me with a basic toolset when I
25 began working nor did it provide me with any of the specialty tools required to install or
26 replace security systems.

27 6. After I left TEKsystems, I contacted the Mesriani Law Group and attorneys at
28 the law office of Cohelan Khoury & Singer regarding my experiences working for

1 TEKsystems. I decided to bring a representative lawsuit against TEKsystems for myself and as
2 a representative for all other installers in California. I understood representing a group of
3 employees and the State, and not just myself, the case would take much longer, I would not
4 receive as much, and I would be the plaintiff in a publicly filed lawsuit, and not have a chance
5 for a quick or private settlement. I made the decision to file the case even though there were
6 certain risks in doing so. For instance, as a Plaintiff, my name could be found by a simple
7 Google search, and that when applying for a job in the future, the fact that I was involved in
8 this case might negatively impact those job opportunities. Knowing the risks, I moved forward
9 because I believed TEKsystems's policies to not pay all wages or to reimburse us for the use of
10 our personal cellphones, for tools, and for using our cars for work were unfair.

11 7. I retained the law firms of Cohelan Khoury & Singer and Mesriani Law Group
12 to pursue this case as a PAGA representative action. The case challenges some things
13 TEKsystems, Inc. did, which included not paying me for all hours I worked and not
14 reimbursing me for the use of my personal cellphone, tool expenses incurred, and mileage to
15 conduct business for TEKsystems. I provided information to my attorneys, and their staff, used
16 to file a claim with the State of California, which I understood was required before filing
17 certain claims in court. With the assistance of my attorneys, I joined this lawsuit on July 23,
18 2021 to allow me to pursue PAGA civil penalties on behalf of the state of California.

19 8. Since I joined the case, I have kept in regular contact with my attorneys and
20 have made myself available to assist with the case as needed. I provided my attorneys with
21 documents in my possession related to my employment with TEKsystems, that would include
22 policies and procedures and wage statements, which I located and provided to them. I estimated
23 that I have spent more than forty hours working on this case with my attorneys.

24 9. I am not related to any attorney working on the case. I am not aware of any
25 interests I have adverse to the interests of the other Aggrieved Employees, and I do not have
26 any conflicts that would keep me from adequately representing the Aggrieved Employees.

27 10. I understood my deposition may likely be taken, and that the preparation and the
28 deposition itself could take multiple days. My deposition was never scheduled. However, I feel

1 I would have been adequately prepared if I needed to give my testimony.

2 11. Because I stayed in touch with my attorneys, I knew mediation of the case was
3 scheduled. I made myself available by telephone for questions asked by my attorneys during
4 the mediation. After the case settled, I was provided with the Memorandum of Understanding,
5 which I reviewed and signed. Later I reviewed and signed the longer settlement agreement.

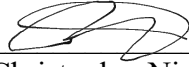
6 12. After the Notice of Settlement describing the Settlement is mailed to all Class
7 Members, I am prepared to stay in contact with my attorneys to get updates and also plan to
8 speak with former co-workers who know me, or to those who reach out to me with questions
9 about the case and Settlement. I anticipate that my involvement in the case will remain
10 substantial and will consume considerable time.

11 13. The requested \$5,000 service payment is fair and appropriate for acting as a
12 PAGA representative based on my involvement which includes: (1) agreeing to bring this
13 litigation as a representative of other employees, and later the state of California; (2) being an
14 active participant throughout for more than two years; (3) spending the time to regularly speak
15 with and/or email my attorneys to provide information, to answer questions, or to get a status
16 report; (4) facing the stigma and potential loss of job opportunities for having filed a lawsuit
17 against a former employer; (5) searching for and providing relevant documents to my attorneys;
18 (6) preparing for my deposition; (7) making myself available by telephone the day of
19 mediation; (8) consenting to the Settlement, and then reviewing and signing the Memorandum
20 of Understanding and later the Settlement Agreement; and (9) the payments to be received by
21 over 300 Aggrieved Employees which they would not have received without my agreement to
22 pursue this action on their behalf. The time spent on this case is time lost from being with my
23 family and friends and pursuing other interests.

24 14. I have been advised in writing, and have signed, an Attorney/Client
25 Representation Agreement, informing me that any fees awarded in this case will be divided
26 60% to Cohelan Khoury & Singer and 40% to Mesriani Law Group, and that the total fee
27 charged by the attorneys will in no way increase the total attorneys' fees I or other class
28 member will pay in this matter. I approve and consent to the proposed fee division.

1 15. I declare that I am not aware of any other pending matter or action asserting
2 claims that will be extinguished or adversely affected by the Settlement.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed on 1/15/2024, in Sylmar, California.

5
6 
7 Christopher Nieto