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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

**[PROPOSED] 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 This matter came on for hearing on March 27, 2024 in Department SS12 of the above
2 captioned Court on Plaintiffs' Motion for Order Granting Preliminary Approval of Class and
3 PAGA Action Settlement, Conditional Certification, Approval of Class Notice, and Setting
4 Final Fairness Hearing Date ("Motion").

5 The Court, having fully reviewed the Motion, the supporting memorandum of Points
6 and Authorities, Declarations of Class Counsel Michael D. Singer and Rodney Mesriani,
7 Declaration of Plaintiffs Christopher Ornelas and Christopher Nieto, and Declaration of Lisa
8 Mullins on behalf of ILYM Group, filed in support of the Motion, the Class Action and PAGA
9 Settlement Agreement (hereinafter "Agreement"), the proposed Notice of Class Action
10 Settlement ("Class Notice") attached as Exhibit A to the Agreement, and having carefully
11 analyzed the Agreement and its Exhibit, and in recognition of the Court's duty to make a
12 preliminary determination as to the reasonableness of any proposed class action settlement, and
13 if preliminarily determined to be reasonable, to ensure proper notice is provided to all
14 Settlement Class Members in accordance with due process requirements, and to set a Final
15 Approval Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy
16 and reasonableness of any proposed Settlement, THE COURT HEREBY MAKES THE
17 FOLLOWING DETERMINATIONS AND ORDERS:

18 1. The Court conditionally finds that, for the purposes of approving this settlement
19 only, the proposed Class meets the requirements for certification under section 382 of the
20 California Code of Civil Procedure: (a) the proposed Class is ascertainable and so numerous
21 that joinder of all members of the class is impracticable; (b) there are questions of law or fact
22 common to the proposed Class, and there is a well-defined community of interest among
23 members of the proposed Class with respect to the subject matter of the class action; (c) the
24 claims of the Class Representatives are typical of the claims of the members of the proposed
25 Class; (d) the Class Representatives have and will fairly and adequately protect the interests of
26 the members of the Settlement Class; (e) a class action is superior to other available methods
27 for an efficient adjudication of this controversy in the context of settlement; and (f) Counsel for
28 the Class Representatives is qualified to serve as counsel for them as well as their

1 representative capacity and for the Class.

2 2. The Court finds on a preliminary basis that the Agreement, attached to the
3 Declaration of Michael D. Singer as Exhibit 1, incorporated herein by this reference in full, and
4 made a part of this Order of preliminary approval, appears to be within the range of
5 reasonableness of a settlement which could ultimately be given final approval by this Court.

6 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
7 amount is fair and reasonable to the Settlement Class Members when balanced against the
8 probable outcome of further litigation relating to class certification, liability and damages
9 issues and potential appeals; (b) significant investigation, research, and informal discovery
10 have been conducted such that counsel for the Parties at this time are able to reasonably
11 evaluate their respective positions; (c) settlement at this time will avoid substantial costs, delay
12 and risks that would be presented by the further prosecution of the litigation; and (d) the
13 proposed Settlement has been reached as the result of intensive, serious and non-collusive
14 negotiations facilitated by an experienced mediator at mediation and between the Parties.

15 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
16 Approval of Class Action Settlement is hereby GRANTED, and as a part of said preliminary
17 approval, the Court accepts and incorporates the Agreement and orders that the Class be
18 conditionally certified for settlement purposes only pursuant to the terms and conditions
19 contained in the Agreement.

20 5. For purposes of the settlement of the Lawsuit, the Settlement Class is defined as:
21 “all persons in the State of California who were employed by TEKsystems as hourly paid, non-
22 exempt “security system installers” at any time during from November 6, 2015 through July 20,
23 2023, and who did not sign an arbitration agreement with TEKsystems.”

24 6. The Court further finds that the proposed Notice of Class Action Settlement
25 (“Class Notice”) fairly and adequately advises Settlement Class Members of a) the pendency of
26 the Class Action; b) the conditional certification of the Class for settlement purposes only; c)
27 preliminary Court approval of the proposed Settlement; d) the date of the Final Approval
28 Hearing; e) the terms of the proposed Settlement and the benefits available to Settlement Class

Members thereunder; f) their right to receive their proportionate share of the Net Settlement Amount without the need to return a claim form; g) their right to request exclusion from the settlement and the procedures and deadline for doing so; h) their right to object to the Settlement, and the procedure for doing so; and i) their right to file documentation in support of or in opposition to, and to appear in connection with, said hearing. The Court further finds that the Class Notice clearly comports with all constitutional requirements, including those of due process. Accordingly, good cause appearing, the Court hereby APPROVES the Class Notice.

7. The Court further finds that the mailing of the Class Notice to the last known address of Settlement Class Members as specifically described within the Agreement, with measures taken for verification of an address and skip tracing set forth therein constitutes an effective method of notifying Settlement Class Members of their rights with respect to the class action and Settlement. Accordingly, it is hereby ORDERED, that:

A. Simpluris, Inc., be appointed the Settlement Administrator to administer the settlement of this matter as more specifically set forth in the Agreement.

B. The law firms Cohelan Khoury & Singer and Mesriani Law Group be appointed Class Counsel.

C. Plaintiffs Christopher Ornelas and Christopher Nieto be appointed the Class Representatives.

D. Within fifteen (15) calendar days of Preliminary Approval of the Settlement, Defendant shall transmit to the Settlement Administrator in a readable, ready to use electronic excel format spreadsheet, with a list containing, for each Settlement Class Member, (1) full name; (2) last known mailing address; (3) Social Security Number; (4) number of weeks worked during the Class Period; and (5) number of Pay Periods employed as an Aggrieved Employee during the PAGA Period ("Class Data").

E. Within fourteen (14) days of receipt of the Class List and Data, the Settlement Administrator shall mail the Class Notice to each Settlement Class Member. The Class Notice shall be mailed by first class, regular U.S. mail, using the most current mailing address information available, with measures taken for updating an address as provided by the

1 terms of the Agreement.

2 F. Within sixty (60) calendar days from the initial date the Settlement
3 Administrator first mails the Class Notice to Settlement Class Members (the “Response
4 Deadline”), Settlement Class Members who wish to exclude themselves from the Class must
5 submit a written request for exclusion in the manner set forth in the Class Notice and such
6 request must be timely faxed, emailed, or postmarked by the Response Deadline. Settlement
7 Class Members who receive a re-mailed Class Notice shall have their Response Deadline
8 extended fourteen (14) calendar days from the original Response Deadline, to submit a Request
9 for Exclusion.

10 G. On or before the Response Deadline, Settlement Class Members who
11 dispute the number of Workweeks and/or Pay Periods must submit a written explanation to the
12 Settlement Administrator describing why the number of Workweeks and/or Pay Periods is
13 incorrect, with any supporting information or documents, as set forth in the Class Notice,
14 timely faxed, emailed, or postmarked by the Response Deadline. Settlement Class Members
15 who receive a re-mailed Class Notice shall have their Response Deadline extended fourteen
16 (14) calendar days from the original Response Deadline, to postmark a dispute.

17 H. On or before the Response Deadline, Settlement Class Members who
18 wish to submit a written objection to the Settlement, must return to the Settlement
19 Administrator, their written objections which must include, (i) the objector’s full name,
20 address, telephone number, approximate dates of employment, and signature; and (ii) the
21 grounds for each objection made. Class Members may attend the Final Approval Hearing
22 without having to submit a written objection to the Administrator by the Response Deadline.

23 8. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held
24 before the undersigned at _____ a.m./p.m. on _____, 2024, in Department SS12 of
25 the Superior Court for the State of California, County of Los Angeles, Spring Street
26 Courthouse, 312 N. Spring Street, Los Angeles, California 90012, to consider the fairness,
27 adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order
28 of Preliminary Approval, and to consider the application for Service Payments to the

1 Plaintiffs/Class Representatives, for Settlement Administration expenses to ILYM Group, Inc.,
2 and for Class Counsel's attorneys' fees and litigation expenses incurred. All briefs and
3 materials in support of an Order Granting Final Approval, the Service Payments, Settlement
4 Administration expenses, and Class Counsel's attorneys' fees and litigation costs shall be filed
5 with this Court on or before _____, 2024.

6 9. IT IS FURTHER ORDERED that if for any reason the Court does not sign and
7 file an Order Granting Final Approval of Class Action Settlement, the Agreement shall be
8 treated as if it had not been entered, and the Parties shall be restored without prejudice to their
9 status quo ante rights, as specifically set forth in the Agreement.

10 10. All proceedings in this matter, except those contemplated by the Agreement or
11 this Order, are stayed.

12 11. The Court expressly reserves the right to adjourn or continue the Final Approval
13 Hearing from time to time without further notice to Settlement Class Members.

14 IT IS SO ORDERED.

15
16 Dated: _____

Carolyn B. Kuhl
JUDGE OF THE SUPERIOR COURT