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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
ORNELAS IN SUPPORT OF 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 Ornelas, 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 proposed Class Representative in this
10 litigation.

11 3. I worked for TEKsystems as a non-exempt, hourly paid security system installer
12 until approximately July 2016.

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

19 5. TEKsystems did not fully reimburse me for the use of my personal cell phone,
20 for tools, and for mileage when using my personal vehicle to travel to and from job sites. I used
21 my personal cell phone to call and/or text managers or customers on a daily basis, or to look up
22 equipment test sequences and specs on the internet. I paid at least \$500 for my smartphone and
23 paid \$119 per month for the service contract on my phone. I estimate of my monthly cell phone
24 usage, 60% of it was for work. I estimate I drove anywhere from 250 to 500 miles per week in
25 my personal vehicle to reach job sites and to return home, and TEKsystems did not pay me any
26 mileage. I remember in late 2015 or early 2016, I used two tanks of gas just driving for work.
27 TEKsystems did not provide me with a basic toolset when I began working nor did it provide
28 me with any of the specialty tools required to install or replace security systems.

1 6. After I left my job at TEKsystems, I contacted the Mesriani Law Group and
2 attorneys at the law office of Cohelan Khoury & Singer regarding the issues I experienced
3 while working for TEKsystems. I decided to bring class action lawsuit against TEKsystems for
4 myself and as a representative for all other installers in California. As a representative for the
5 Class, I understood it could take longer to bring this case as a class action, rather than as an
6 individual case for myself alone. I made the decision to file the case even though there were
7 certain risks in doing so. For instance, as a Plaintiff, my name could be found by a simple
8 Google search, and that when applying for a job in the future, the fact that I was involved in
9 this case might negatively impact those job opportunities. Knowing the risks, I moved forward
10 because I believed TEKsystems's policies to not pay all wages or to reimburse us for the use of
11 our personal cellphones, for tools, and for using our cars for work were unfair.

12 7. I decided to start this lawsuit as a class representative on behalf of all other
13 employees affected by TEKsystems's practices who I believe had experienced similar
14 violations as I did when not fully reimbursed for business expenses or were not paid for all
15 hours worked or proper overtime wages. I agreed to do this because the others may not have
16 been aware of their rights or were afraid to complain to management for fear of the risk of
17 losing their jobs.

18 8. I retained the law firms of Cohelan Khoury & Singer and Mesriani Law Group
19 to pursue this case as a proposed wage and hour class action. The case challenges some things
20 TEKsystems, Inc. did, which included not paying me for all hours I worked and not
21 reimbursing me for the use of my personal cellphone, tool expenses incurred, and mileage to
22 conduct business for TEKsystems. With the assistance of my attorneys, I filed this lawsuit on
23 November 6, 2019 in Los Angeles County Superior Court.

24 9. Since the case started, I have kept in regular contact with my attorneys and have
25 made myself available to assist with the case as needed for more than four years since the case
26 was filed. I estimated that I have spent more than forty hours working on this case with my
27 attorneys.

28 10. I am not related to any attorney working on the case, I am not aware of any

1 interests I have that are against the interests of the proposed class members, and I do not have
2 any conflicts that would keep me from adequately representing the class. I have been and
3 remain committed to prosecuting this case vigorously on behalf of the class.

4 11. I understood that my deposition may likely be taken, and that the preparation
5 and the deposition itself could take multiple days. My deposition was never scheduled.
6 However, I feel I would have been adequately prepared if I needed to give my testimony.

7 12. Because I stayed in touch with my attorneys, I knew mediation of the case was
8 scheduled. I made myself available by telephone for questions asked by my attorneys during
9 the mediation. After the case settled, I was provided with the Memorandum of Understanding,
10 which I reviewed and signed. Later I reviewed and signed the longer settlement agreement.

11 13. Since this case was filed as class action, as a representative for the other
12 TEKsystems employees, I have put the interests of the Class above my own at all times. I
13 understand over 300 other employees will receive money from this settlement that they would
14 not have had otherwise. I believe that my contributions in filing this case, and moving it
15 forward were vital to the prosecution, and ultimately the resolution, of this matter.

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

21 15. The requested \$5,000 service payment is, in my opinion, fair and appropriate for
22 acting as a Class Representative based on my involvement which includes: (1) agreeing to
23 bring this litigation as a representative of other employees; (2) being an active participant
24 throughout for more than four years; (3) spending the time to regularly speak with and/or email
25 my attorneys to provide information, to answer questions, or to get a status report; (4) facing
26 the stigma and potential loss of job opportunities for having filed a class action lawsuit against
27 a former employer on behalf of the Class; (5) preparing for my deposition; (6) making myself
28 available by telephone the day of mediation; (7) consenting to the Settlement, and then

1 reviewing and signing the Memorandum of Understanding and later the Settlement Agreement;
2 and (9) securing the payments to the 25 Class Members which they would not have received
3 without my agreement to pursue this action on their behalf. The time spent on this case, both
4 before and after it was filed, is time lost from being with my family and friends and pursuing
5 other interests.

6 16. I have been advised in writing, and have signed, an Attorney/Client
7 Representation Agreement, informing me that any fees awarded in this case will be divided
8 60% to Cohelan Khoury & Singer and 40% to Mesriani Law Group, and that the total fee
9 charged by the attorneys will in no way increase the total attorneys' fees I or other class
10 member will pay in this matter. I approve and consent to the proposed fee division.

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

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct. Executed on 1/16/2024, in Tempe, Arizona.

15
16 Christopher Ornelas
Christopher Ornelas