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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 NICK CASTRO ON
BEHALF OF ILYM GROUP, INC.
REGARDING SETTLEMENT
ADMINISTRATION**

Hearing Set By March 27, 2024 Order

Date: August 29, 2024

Time: 10:30 a.m.

Dept: SS12

Judge: Carolyn B. Kuhl

Complaint filed: November 6, 2019

Trial date: Not set

1 I, Nick Castro, 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”), 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 *Ornelas, et al. v.*
6 *Teksystems, Inc.* matter. I am authorized to make this declaration on behalf of ILYM and
7 myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 would testify competently to such facts.

9 2. ILYM 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 was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims 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) printing and mailing
17 the *Court Approved Notice of Class Action Settlement and Hearing Date For Final Court*
18 *Approval* (collectively referred to as “Notice Packet”); (b) receiving and processing requests for
19 exclusion and objections; (c) resolving Settlement Class Members’ disputes over the number of
20 workweeks and pay periods Defendant has record of them working during the Class Period,
21 which was pre-printed on their individualized Class Notice; (d) calculating individual settlement
22 award amounts; (e) processing and mailing settlement award checks; (f) handling tax
23 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax
24 returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds
25 pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
26 agree to and/or the Court orders ILYM to perform.

27 4. A toll-free telephone number was included in the Notice for the purpose of
28 allowing the Class Members to call ILYM and to make inquiries regarding the Settlement. The

1 system is accessible from 9a.m to 5p.m. 5 days a week and will remain in operation throughout
2 the settlement process. Callers have the option to speak with a live call center representative
3 during normal business hours or to leave a message and receive a return call during non-
4 business hours. The toll-free telephone number included in the Notice was 1-888-250-6810.

5 5. On March 28, 2024, ILYM received the Court-approved Class Notice. The Class
6 Notice advised Class Members of their right to opt out from the Settlement, object to the
7 Settlement, or do nothing, and the implications of each such action. The Notice advised Class
8 Members of applicable deadlines and other events, including the Final Approval Hearing, and
9 how Class Members could obtain additional information. The Class Notice was pre-printed with
10 the name and address of the Class Member and their estimated payment.

11 6. On May 31, 2024, Counsel for Defendant provided ILYM with the Class Data
12 containing the name, last known address, Social Security number, and pertinent employment
13 information during the Class and PAGA Periods the Class Members and Aggrieved Employees.
14 The Class Data contained data for twenty-five (25) Class Members who worked two thousand
15 three hundred seventy-nine (2,379) Workweeks during the Class Period and for three hundred
16 twenty-eight (328) Aggrieved Employees who worked nine thousand eight hundred ninety-two
17 (9,892) Pay Periods during the PAGA Period.

18 7. As part of the preparation for mailing, all 349 names and addresses contained in
19 the Class List were then processed against the National Change of Address (“NCOA”) database,
20 maintained by the United States Postal Service (“USPS”), for purposes of updating and
21 confirming the mailing addresses of the Settlement Class Members before mailing of the Notice
22 Packet. The NCOA contains requested change of addresses filed with the USPS. To the extent
23 that an updated address was found in the NCOA database, the updated address was used for the
24 mailing of the Notice Packet. To the extent that no updated address was found in the NCOA
25 database, the original address provided by Counsel for Defendants was used for the mailing of
26 the Notice Packet

27 8. On June 4, 2024, after updating the mailing addresses through the NCOA, Class
28 Notices were mailed via First Class Mail to three hundred forty-nine (349) Class

Members/Aggrieved Employees contained in the Class Data. A sample Class Notice is attached as Exhibit A.

9. As of this date, twenty-three (23) Class Notices were returned by the post office. For those without forwarding addresses, ILYM attempted to find a forwarding address. Altogether, ILYM re-mailed sixteen (16) Class Notices to either. Ultimately, seven (7) Class Notices were undeliverable.

10. The deadline for Class Members to submit a Request for Exclusion, Objection or Dispute ended on August 3, 2024.

11. As of the date of this declaration, ILYM has not received any objections to the settlement from Class Members.

12. As of the date of this declaration, ILYM has not received any Requests for Exclusion from the settlement from Class Members.

13. As of the date of this declaration, ILYM has received one dispute to the information stated in the Class Notices from Class Members. Counsel for Defendant is currently reviewing the validity of the dispute. Prior to the Final Approval Hearing, ILYM will provide a supplemental declaration detailing how the dispute was resolved.

14. The Net Settlement Amount of \$17,839.30 available to pay Settlement Participating Class Members was determined as follows:

Gross Settlement Amount:	\$179,000.00
Less Class Counsels' Fees (Requested)	-\$ 59,660.70
Less Class Counsels' Litigation Expenses (Requested)	-\$ 9,500.00
Less Class Representatives Service Payments (Requested)	-\$ 10,000.00
Less PAGA Penalties	-\$ 75,000.00
Less Settlement Administration:	-\$ 7,000.00
NET SETTLEMENT AMOUNT	\$ 17,839.30

15. As of today, there are twenty-five (25) Participating Class Members who will receive a proportion of the Net Settlement Amount. Based on estimated settlement calculations at this time, a Participating Class Member will receive an estimated \$7.50 for each week worked during the Class Period. The highest estimated Individual Class Payment is \$2,482.05, and the average estimated Individual Class Payment is \$713.57.

18. Individual Settlement Payments uncashed 180 days after issuance will be voided, and the amount represented by the uncashed check will be forwarded to the State of California's Controller, Unclaimed Property Division for further handling on behalf of the individual.

19. The Settlement allows ILYM to recover up to a maximum of \$7,000.00 for Settlement Administration Costs. This includes all costs incurred to date, as well as estimated costs involved to complete the settlement following final approval pursuant to the terms of the settlement agreement, to do such things as to issue and print checks, report taxes, mail settlement payment checks, issue all other payments as awarded by the Court, answer Class Member questions, and forward all sums represented by uncashed checks to the California Controller's Unclaimed Property Fund. A copy of ILYM's Service Invoice is attached as Exhibit B.

Nick Castro

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EXHIBIT “A”

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ornelas, et al. v. TEKsystems, Inc.
Los Angeles County Superior Court Case No. 19STCV39944

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against TEKsystems, Inc. (“TEKsystems” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by two former TEKsystems employees Christopher Ornelas and Christopher Nieto (“Plaintiffs”) and seeks payment of (1) allegedly owed wages and other relief for a class of non-exempt “security system installers” who worked for TEKsystems within the State of California at any time from November 6, 2015 through July 20, 2023 (the “Class Period”) and who did not sign an arbitration agreement with TEKsystems (the “Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt “security system installers” who worked for TEKsystems within the State of California at any time from July 23, 2020 through July 20, 2023 (the “PAGA Period”) regardless of whether the employee signed an arbitration agreement with TEKsystems (the “Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring TEKsystems to fund Individual Class Payments, and (2) a PAGA Settlement requiring TEKsystems to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on TEKsystems’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to TEKsystems’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on TEKsystems’ records showing that **you worked ____ workweeks** during the Class Period and **you worked __ pay periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires TEKsystems to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against TEKsystems.

If you worked for TEKsystems during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against TEKsystems.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out)

by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against TEKsystems, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

TEKsystems will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against TEKsystems that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is August 3, 2024	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. TEKsystems must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the Settlement PAGA Written Objections Must be Submitted by August 3, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the August 29, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 29, 2024. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by August 3, 2024	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to TEKsystems' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by August 3, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former TEKsystems employees. The Action accuses TEKsystems of violating California labor laws by failing to pay all overtime wages, minimum wages, wages due upon termination, and reimbursable expenses purportedly owed and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Cohelan Khoury & Singer and Mesriani Law Group, APLC (“Class Counsel”).

TEKsystems strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether TEKsystems or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and TEKsystems hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Although the parties did not reach a settlement at the mediation, they continued settlement negotiations and were ultimately successful in reaching a mutually agreed upon settlement. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and TEKsystems have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TEKsystems does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) TEKsystems has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. TEKsystems Will Pay \$179,000 as the Gross Settlement Amount (Gross Settlement). TEKsystems has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Service Payments to the named Plaintiffs, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, TEKsystems will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final after the deadline to file any appeal expires, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$59,660.70 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$9,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$5,000 each (total of \$10,000) as a Service Payment to the named Plaintiffs for filing the Action, working with Class Counsel and representing the Class. A Service Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$7,500 to the Administrator for services administering the Settlement.
- D. Up to \$75,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their

PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and TEKsystems are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% of each Individual Class Payment as penalties, interest, and accountable reimbursement not subject to withholdings ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. TEKsystems will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and TEKsystems have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than August 3, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the August 3, 2024, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally

pursue wage and hour claims against TEKsystems.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against TEKsystems based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and TEKsystems have agreed that, in either case, the Settlement will be void: TEKsystems will not pay any money and Class Members will not release any claims against TEKsystems.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and TEKsystems has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted-out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against TEKsystems or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release 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, including all claims for violation of California’s Unfair Competition Law predicated on violation of California Labor Code sections 510, 1194, 1197.1, and 2802. The release shall apply to Plaintiffs and the Class Members for the time period from November 6, 2015 through July 20, 2023.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and TEKsystems has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against TEKsystems, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against TEKsystems or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including PAGA penalties for: (1) failure to pay all wages, (2) failure to reimburse business expenses, (3) failure to provide accurate wage statements, (4) failure to timely pay wages due during and upon

termination of employment, and (5) failure to maintain accurate records. The release shall apply to Plaintiffs, the Aggrieved Employees, the Labor & Workforce Development Agency, and the State of California for the time period from July 23, 2020 through July 20, 2023.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in TEKsystems' records, are stated in the first page of this Notice. You have until August 3, 2024, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept TEKsystems' calculation of Workweeks and/or Pay Periods based on TEKsystems' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TEKsystems' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts-out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based

on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Ornelas, et al. v. TEKsystems, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by August 3, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and TEKsystems are asking the Court to approve. At least 16 court days before the August 29, 2024 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **www.ilymgroup.com** or the Court's website **<http://www.lacourt.org/casesummary/ui/index.aspx>**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is August 3, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action Ornelas, et al. v. TEKsystems, Inc. and include your name, current address, telephone number, and approximate dates of employment for TEKsystems and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on August 29, 2024, at 10:00 a.m. in Department 12 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.ilymgroup.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything TEKsystems and Plaintiffs have promised to do under the proposed

Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM's website at **www.ilymgroup.com**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 19STCV39944. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Marta Manus and Michael D. Singer

Email Address: mmanus@ckslaw.com
msinger@ckslaw.com

Name of Firm: Cohelan Khoury & Singer

Mailing Address: 605 C Street, Suite 200
San Diego, CA 92101

Telephone: (619) 595-3001

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: claims@ilymgroup.com

Mailing Address: P.O. Box 2031, Tustin, CA 92781

Telephone: (888) 250-6810

Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Ornelas v. Teksystems Settlement

Date: 8/11/2023

Requesting Law Firm:	Cohelan Khoury & Singer
Law Firm Contact:	Matthew Atlas
E-Mail Address:	matlas@ckslaw.com
ILYM Contact:	Kimberly Sutherland
E-Mail Address:	ksutherland@ilymgroup.com
Contact Number:	321-223-5065

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	350
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
ILYM Group Static Website	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Rate	\$95.00	1	\$95.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
Static Website, Includes Hosting	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,585.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	350	\$525.00
USPS First Class Postage	Per Piece	\$0.59	350	\$206.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	70	\$140.00
Storage, Photocopies, Deliveries	Flat Fee	\$250.00	1	\$250.00

Subtotal \$1,121.50

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.50	350	\$525.00
USPS First Class Postage	Per Piece	\$0.59	350	\$206.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	21	\$42.00
Preparation of Taxes	Hourly	\$120.00	3	\$360.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,183.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$250.00	1	\$250.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$595.00

NOT TO EXCEED TOTAL CASE ESTIMATE: \$7,000.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.